



THOMSON REUTERS

ORDER FORM FOR THOMSON REUTERS ENDNOTE & REFERENCE MANAGER PRODUCTS

CLIENT DETAILS:					
Your Name:	Emily Terral				
Company Name:	Texas A&M University at Qatar				
Company Address:	c/o Qatar Foundation, Education City, Doha, Qatar				
THOMSON REUTERS CONTRACTING ENTITY:					
TR Contracting Entity:	Thomson Reuters (Scientific) LLC, 1500 Spring Garden Street, 4th Floor, Philadelphia, PA 19130				
Order Form date:	August 8, 2018				
PRODUCT DETAILS:					
Product:	EndNote				
TR Contract Number:	[Insert]				
License Level:	<p>License Level: Site - An End User license where the Specified Number (set out below) of Employees/Members of Client located at the Site(s) set out below can access the Product [Select from List - INCLUDE REMOTE USAGE CLAUSE IF LICENSE INCLUDES OFF SITE USAGE BY AUTHORIZED USERS WITHOUT ADDITIONAL PURCHASE (STANDARD FOR MOST LICENSES)]</p> <p>Employee/Member shall mean (i) in relation to a commercial or government entity, an employee of that entity; or (ii) in relation to an academic institution, an employee, current student or full faculty member of that institution and any persons who are not employees, current students, or faculty members of the institution but who are permitted to access the institution's information services from computer terminals located in the institution's library facilities on an occasional basis ("Walk-In Users"). For the avoidance of doubt, remote access to the Product by Walk-In Users is not permitted.</p> <p>[Remote Usage - Select from List - INCLUDE REMOTE USAGE CLAUSE IF LICENSE INCLUDES OFF SITE USAGE BY AUTHORIZED USERS WITHOUT ADDITIONAL PURCHASE (STANDARD FOR MOST LICENSES)]</p> <p>Specified Number of Employees/Members: [Insert # or Unlimited]</p>				
Site(s):	[Insert]				
Delivery Method (tick all that apply):	<input checked="" type="checkbox"/> Electronic Software Download (ESD) <input type="checkbox"/> CD				
FEES:					
Fees for the Initial Term:	Year 1 August 8, 2018 to August 7, 2019	Year 2 August 8, 2019 to August 7, 2020	Year 3 August 8, 2020 to August 7, 2021	Year 4 [Insert Start and End Date]	Year 5 [Insert Start and End Date]
EndNote	\$ 5,780.00	\$ [6,011.20	\$ [6,251.65	\$ [Insert]	\$ [Insert]
SELECT PRODUCT	\$ Endnote X8 Unlimited Site License	\$ Endnote X8 Unlimited Site License	\$ Endnote X8 Unlimited Site License	\$ [Insert]	\$ [Insert]
Total:	\$ 18,042.82				
TERM:					
Effective Date:	August 8, 2018				
Termination Date:	August 7, 2021				
Please note that this Agreement takes effect for the Initial Term and will then renew automatically for additional twelve-month periods unless terminated in accordance with the Terms and Conditions.					
TERMS AND CONDITIONS APPLICABLE TO USE OF ENDNOTE & REFERENCE MANAGER:					
1. Subject to payment of the Fees and execution of this Order Form, TR grants to Client a limited, non-exclusive, nontransferable right					



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during the Term to allow the specified number of End Users to access the Product on based on the License Level set out above.

2. This Order Form incorporates the General Terms and Conditions and Software Schedule of the IP & Science Standard Product Services Terms and Conditions v1.6 US Law, which can be found at the following URL: <http://ip-science.thomsonreuters.com/terms-of-business/>. If you cannot access the Terms and Conditions at any time, please contact your Thomson Reuters account representative to request a copy. References in the Terms and Conditions to a "Cover Sheet" refer to this Order Form.
3. This Order Form was prepared electronically by TR and, unless otherwise set out below, is deemed accepted by TR without TR's signature.
4. By signing this Order Form without modification within ninety (90) days from the Effective Date, Client enters into a legally binding agreement with TR and confirms its acceptance of this Order Form and the Terms and Conditions. TR may, at its sole discretion, accept this agreement if signed by Client after such date but is under no obligation to do so; if applicable, TR shall indicate such acceptance by countersigning this Order Form. No modifications or amendments to this Order Form will be binding on TR unless expressly accepted by TR in writing and signed on behalf of TR.

CLIENT

COMPANY NAME Printed: TEXAS A&M UNIVERSITY

BY: 

NAME Printed: **DEAN K. ENDLER**
UNIVERSITY CONTRACTS OFFICER

DATE: 2 Nov 18

STANDARD TERMS AND CONDITIONS (VERSION 1.7)

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Agreement, the following capitalized terms have the following meanings:

"Affiliate" means in relation to Clarivate, Camelot Holdings (Jersey) Limited and its direct and indirect subsidiaries; and in relation to Client, any entity that from time to time, directly or indirectly Controls, is Controlled by or is under Common Control with Client;

"Agreement" means the agreement created between the Parties incorporating these Terms and Conditions, the Cover Sheet entered into by the Parties and any other documents expressly referenced herein;

"Client Materials" means any information, presentations, articles, data, software, equipment or other materials, and any logos, trademarks, get-up/look and feel or other branding ("**Client Logos**") provided to Clarivate by or on behalf of Client and which Clarivate is required to host, use or modify in connection with the performance of the Services;

"Confidential Information" means (i) all information of a confidential nature concerning the trade secrets or business dealings, pricing, plans, procedures, products, services or strategies of a Party, its Affiliates and third parties to whom that Party owes a duty of confidence; (ii) any document or information designated as confidential; and (iii) any information which by its nature the recipient ought reasonably to conclude is confidential information, in all cases whether encrypted or not and including all copies of the above on any media;

"Control" and its derivatives means the ultimate power to direct or cause the direction of the management or policies of an entity, whether through the ownership of voting securities, by contract or otherwise;

"Cover Sheet" means a Clarivate Cover Sheet signed by Clarivate and Client incorporating these Terms and Conditions and if applicable, any SOWs attached to the Cover Sheet;

"Fees" means the fees payable by Client as set out on the Cover Sheet;

"Initial Term" means the initial term for the provision of a Product or a Service as set out on the Cover Sheet;

"Intellectual Property Rights" means all patents, copyrights, design rights, database rights, trademarks, service marks, trade secrets, rights in know-how and Confidential Information, image rights, moral rights and any other intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world;

"Party" means a party to this Agreement;

"Product" means the relevant Clarivate product being supplied to Client under the Agreement, being either Content or a Content Service, Deliverables, Documentation or Software, each as defined in the applicable Schedule;

"Renewal Term" means each fixed renewal term for the provision of any Product or Service beyond the Initial Term, which shall be twelve (12) months unless otherwise set out on the Cover Sheet for that Product or Service;

"Service" means any service, including a Professional Service, a Support Service, a maintenance, support or training service to be provided by Clarivate under this Agreement;

"SOW" has the meaning given in the Professional Services Schedule;

"Term" means, in relation to a Product or Service, the Initial Term together with any Renewal Term(s);

"Third Party Supplier" means a third party supplier of content, software or technology;

"Update" means the release of a version of the applicable Product containing error corrections, fixes, patches or adjustments to the Product, but not including major structural changes and/or significant new features, such version being recognized by an increase in the value of the secondary version number (e.g., version 3.0 to be replaced by version 3.1); and

"Upgrade" means the release of a version of the applicable Product containing major structural changes and/or significant new features, such version being recognized by an increase in the value of the primary version number (e.g., version 3.x to be replaced by version 4.x).

- 1.2. In the event of any conflict between:

1.2.1. the Cover Sheet and these Terms and Conditions (including the General Terms and Conditions and the relevant Schedules), the Cover Sheet shall prevail; and

1.2.2. the General Terms and Conditions and a Schedule to them, the Schedule shall prevail.

- 1.3. In this Agreement, unless the context otherwise requires, references to the words "include", "includes", "including", "in particular" or any such similar words or phrases shall be construed without limiting the words preceding or following.

2. TERM, TERMINATION AND SUSPENSION

- 2.1. This Agreement will take effect on the Effective Date set out on the Cover Sheet and continue (unless lawfully terminated) until the Term of all Products and Services under it has expired.
- 2.2. Each Product and/or Service shall be provided for the Initial Term and shall renew automatically for successive Renewal Terms unless lawfully terminated. Either Party may terminate a Product or Service at the end of the Initial Term or the then-current Renewal Term (as applicable), by giving to the other at least thirty (30) days' prior written notice.
- 2.3. Without prejudice to its other rights and remedies, either Party may terminate this Agreement if the other Party is in material breach of this Agreement, or may terminate any Product or Service if the other party is in material breach of its obligations in relation to that particular Product or Service (as applicable), in any such case with immediate effect by written notice to the other if that breach is incapable of remedy or the Party in breach has failed to remedy the breach within thirty (30) days after receiving written notice requiring it to so remedy.
- 2.4. Clarivate may terminate this Agreement or, at its discretion, any Product or Service with immediate effect if any organization which is a competitor of Clarivate acquires Control of Client.
- 2.5. If at any time Clarivate for any reason decides to cease general provision of a Product or Service, Clarivate may cancel that



Product or Service by providing not less than ninety (90) days' written notice to Client.

- 2.6. UPON TERMINATION OR CANCELLATION UNDER CLAUSES 2.4 OR 2.5 RESPECTIVELY, IF CLIENT HAS PRE-PAID ANY FEES FOR THE RECEIPT OF THE PRODUCT OR SERVICE IN RESPECT OF ANY PERIOD FOLLOWING THE TERMINATION OR CANCELLATION DATE, CLARIVATE'S SOLE LIABILITY TO CLIENT IN RESPECT OF SUCH TERMINATION OR CANCELLATION SHALL BE TO REFUND THE FEES ALLOCABLE TO THAT PRODUCT OR SERVICE FOR THE PERIOD FOLLOWING THE TERMINATION OR CANCELLATION DATE.

- 2.7. Without prejudice to its other rights and remedies, Clarivate may suspend the provision of any Product or Service if Clarivate reasonably believes Client is in material breach of this Agreement, for the duration of Clarivate's investigation into whether such breach is occurring or has occurred. Clarivate shall notify Client in writing (including by email) of any temporary suspension, and the cause thereof, as soon as reasonably practicable.

3. CONSEQUENCES OF TERMINATION OR EXPIRY

- 3.1. Upon termination or expiry of this Agreement ("End Date"), all licenses granted under this Agreement shall cease, except those licenses that are stated to continue beyond the End Date, which shall continue for the applicable period.

- 3.2. Upon termination of a license pursuant to the terms herein, Client shall:

3.2.1. immediately cease access to and use of all relevant Clarivate Confidential Information and Products; and

3.2.2. within thirty (30) days, cause all End Users to erase or destroy all copies (in all formats and all media) of such Clarivate Confidential Information and Products in Client's or End Users' possession or control, and shall, on Clarivate's request, promptly deliver to Clarivate a written statement signed by an individual having sufficient authority and knowledge, certifying that such actions have been completed in accordance with this clause 3.2.

- 3.3. Upon cancellation of a Product or Service, the provisions of clauses 3.1 and 3.2 shall apply in respect of that Product or Service (and "End Date" shall be taken to mean the date of cancellation of the applicable Product or Service).

- 3.4. Clauses 1, 2.6, 3, 5, 6, 7, 8, 9 and 12 will survive termination or expiration of this Agreement for any reason.

- 3.5. Termination of this Agreement, or cancellation or suspension of a Product or Service will not affect any rights accrued at the date of expiry, termination, suspension or cancellation.

4. WARRANTIES

- 4.1. Clarivate warrants that it has the right to grant all licenses granted under this Agreement.
- 4.2. Clarivate warrants that it will provide any Service in accordance with industry standards using personnel having reasonably appropriate skills, experience, qualifications and knowledge.
- 4.3. Each Party warrants to the other that it has authority to enter into this Agreement and that the entering into this Agreement and the performance of its obligations under it will not violate any applicable laws, directives, regulations, other statutory or legislative provisions or mandatory codes of conduct in force from time to time.

- 4.4. All warranties, conditions and terms implied by statute or common law, including warranties as to merchantability, satisfactory quality and fitness for a particular purpose, are excluded to the maximum extent permitted by law. Clarivate does not warrant that any Product will be delivered free of interruptions, delays, omissions or errors, or that all errors will be corrected.

5. EXCLUSION AND LIMITATION OF LIABILITY

- 5.1. NEITHER PARTY WILL BE LIABLE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR:

5.1.1. LOSS OF PROFITS, BUSINESS, OPPORTUNITY, REPUTATION OR ANTICIPATED SAVINGS;

5.1.2. CORRUPTION, ALTERATION, DAMAGE, LOSS OR MISTRANSMISSION (AS APPLICABLE) OF CLIENT'S OR ANY THIRD PARTY'S DATA, SOFTWARE, HARDWARE OR SYSTEMS;

5.1.3. LOSS OR DAMAGE RESULTING FROM THE INADEQUACY OF SECURITY OF DATA DURING TRANSMISSION VIA PUBLIC ELECTRONIC COMMUNICATIONS NETWORKS OR FACILITIES,

IN EACH CASE WHETHER DIRECT OR INDIRECT; OR

5.1.4. ANY OTHER INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWEVER SUCH INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE MAY ARISE EVEN IF SUCH PARTY OR ANY OF ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES.

- 5.2. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY OR ITS AFFILIATES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED, IN ANY 12-MONTH PERIOD, THE FEES PAID OR PAYABLE BY CLIENT UNDER THIS AGREEMENT FOR THE APPLICABLE PRODUCT OR SERVICE DURING SUCH 12-MONTH PERIOD.

- 5.3. Clauses 5.1 and 5.2 shall not apply in relation to: (i) each Party's obligation to indemnify the other Party under this Agreement; (ii) Client's payment obligations; (iii) any liability arising out of or in connection with Client's infringement of any Intellectual Property Rights in the Products licensed by Clarivate under this Agreement; (iv) death or personal injury resulting from a Party's negligence; (v) fraud, fraudulent misrepresentation or deceit; (vi) if applicable, breach of the obligations arising from Section 12 of the Sale of Goods Act 1979; or (vii) any other liability that cannot be excluded or limited under applicable laws. Notwithstanding Clause 5.3(i) above, in the event Clarivate's indemnity obligation in clause 7.1.1 arises from information, technology, software or content that Clarivate obtained from a Third Party Supplier, Clarivate's monetary liability to Client will be limited to the amount Clarivate recovers from the relevant Third Party Supplier, divided by the number of other actual or potential claims by Clarivate's customers (including Client) against Clarivate arising from such information, technology, software or content.

- 5.4. Client's Affiliates shall not have any rights to enforce any provisions of this Agreement. Claims against Clarivate, Clarivate's Affiliates and its Third Party Suppliers shall be made by Client only, whether on Client's own behalf or as agent and trustee for its Affiliates, provided that all such claims shall always be deemed to be made cumulatively by Client (and not by several persons) and shall be subject to clauses 5.1, 5.2 and 5.3 accordingly.

6. CONFIDENTIAL INFORMATION



6.1. Each Party (the "**Receiving Party**") shall keep any Confidential Information received from or belonging to the other or its Affiliates (the "**Disclosing Party**") secret and shall not:

6.1.1. disclose such Confidential Information to anyone except to those of its employees, suppliers, contractors or agents who are bound by confidentiality obligations, for internal use only where disclosure is necessary to perform its obligations or exercise its rights under this Agreement; or

6.1.2. use such Confidential Information other than to perform its obligations or exercise its rights under this Agreement without the prior written consent of the Disclosing Party.

6.2. Clause 6.1 shall not apply to any Confidential Information to the extent that:

6.2.1. it is or becomes generally and freely available to the public through no fault of the Receiving Party or its employees, contractors or agents; or

6.2.2. it can be shown to have been independently originated by the Receiving Party or communicated to it by a third party on a non-confidential basis provided that such third party did not breach a confidentiality obligation in making such communication to the Receiving Party.

6.3. In the event that the Receiving Party becomes legally compelled (or requested by an applicable regulatory body) to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice (unless legally prohibited) so that the Disclosing Party may either: (i) seek an order preventing disclosure or such other appropriate remedy (and if the Disclosing Party seeks such an order or remedy, the Receiving Party will provide such cooperation as the Disclosing Party reasonably requests); and/or (ii) waive compliance with the provisions of this clause 6. In the event that such an order or other remedy is not obtained, or if the Disclosing Party waives compliance with the provisions of this clause 6, the Receiving Party will furnish only that portion of the Confidential Information which is legally required (in the reasonable opinion of its legal counsel).

7. INDEMNITY

7.1. Subject to clause 7.2:

7.1.1. Clarivate shall defend, indemnify and hold Client harmless from and against any third party claim that Client's use of the Products in accordance with the terms of this Agreement infringes third party Intellectual Property Rights.

7.1.2. Client shall defend, indemnify and hold Clarivate, its Affiliates and Third Party Suppliers harmless from and against any claim against it or them: (i) that its or their use of any Client Materials in accordance with Client's instructions infringes third party Intellectual Property Rights; or (ii) arising out of or in connection with Client's or any of its Affiliates' or its or their employees', agents' or representatives' use of the Products in breach of the terms of this Agreement.

7.2. A Party seeking to rely on an indemnity under this Agreement ("**Claiming Party**") may only make a claim under the relevant indemnity provided that it: (i) promptly notifies the other Party ("**Indemnifying Party**") of any such claim; (ii) does not, without the Indemnifying Party's written consent, do or omit to do anything, or make any admission, which materially prejudices the Indemnifying Party's defense of such claim; and (iii) takes all reasonable steps to mitigate any loss or damage to the third party claimant.

7.3. In the event an injunction is sought or obtained against Client in relation to its use of a Product in accordance with the terms of this Agreement, Clarivate may, at its sole option and expense: (i) procure for Client the right to continue using the affected Product; (ii) replace or modify the affected Product so that it does not infringe; or (iii) terminate this Agreement in respect only to the affected Product and provide to Client a pro-rata refund of the Fees allocable for such Product for the period from the termination date to the end of the pre-paid period (if any).

7.4. Clarivate's obligations under this clause 7 shall not apply in relation to any third party claim attributable to (i) use of any Product in a manner not authorized under this Agreement; (ii) use of any Product in combination with any third party items where such claim would not have arisen but for such combination; (iii) modification or alteration of any Product other than by Clarivate or its sub-contractors; or (iv) use of any version of a Product where a subsequent Update or Upgrade to that version has been generally released which avoids the alleged infringement.

7.5. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, THIS CLAUSE 7 CONSTITUTES THE ENTIRE LIABILITY OF CLARIVATE, AND CLIENT'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

8. FEES AND PAYMENT

8.1. Client shall pay to Clarivate in accordance with the payment provisions set out below and on the Cover Sheet: (i) the Fees; and (ii) any other costs and expenses, including travel, reasonably incurred by Clarivate in performing the Services set out in the Cover Sheet or as otherwise agreed by Client.

8.2. Invoiced amounts shall be payable without deduction (whether by way of set-off, counterclaim or otherwise) within thirty (30) days of Client's receipt of the relevant invoice from Clarivate ("**Due Date**"). Unless otherwise stated on the Cover Sheet, all payments shall be made in U.S. dollars.

8.3. Client will also pay all applicable taxes and duties (including withholding taxes, but excluding income taxes imposed on Clarivate). Client will provide to Clarivate written evidence of any withholding tax paid by Client or any tax exemption on which Client wishes to rely.

8.4. Unless otherwise set out in this Agreement, the Fees shall be effective throughout the Term provided that Clarivate reserves the right to increase the Fees for each Renewal Term provided it notifies Client of such modification not less than sixty (60) days prior to the end of the Initial Term or the then-current Renewal Term (as applicable).

8.5. If Client (or any of its Affiliates) acquires, merges with or is acquired by another company such that the other company, as a result of the transaction, is or would be entitled to use or receive the Products and/or Services under this Agreement, Clarivate shall be entitled to revise the Fees to account for the subsequent increased value derived or scope of use within the terms of the applicable license.

8.6. Upon providing Client with reasonable prior written notice, Clarivate shall have the right, either directly or through a third party auditor and not more than once every 12 months, to conduct an audit during Client's normal business hours to verify that the Products are being used in a manner consistent with the provisions of this Agreement. Client shall co-operate with, and provide such applicable information as is reasonably requested by, Clarivate (or its third party auditor) for the purposes of carrying out the audit. Without prejudice to Clarivate's other rights



or remedies, if Clarivate or its third party auditor determines that Client is using the Products in a manner inconsistent with the provisions of this Agreement, Client shall (i) immediately cease such inconsistent use or, upon written agreement between the Parties, pay to Clarivate additional Fees sufficient to permit such use, and (ii) reimburse Clarivate for the cost of such audit.

9. INTELLECTUAL PROPERTY

Client acknowledges that all Intellectual Property Rights in the Products and Services are owned by Clarivate or its Third Party Suppliers. Clarivate expressly reserves its Intellectual Property Rights and except as expressly set out in this Agreement, Clarivate neither assigns any Intellectual Property Rights nor grants any licenses or rights in respect of a Product or Service to Client.

10. EXPORT CONTROL

Client will neither obtain, retain or use any Product or Service, nor provide access to any Product or Service to an Affiliate or any third party in a manner that may breach Trade Controls Laws. Client warrants that neither it nor any of its Affiliates that may obtain access to a Product or Services through Client, is a specially designated or sanctioned party under any Trade Control Laws. For purposes of this Agreement, "Trade Controls Laws" means the export controls and economic sanctions laws of any jurisdiction, including those of the United States of America and the European Union and its Member States.

11. DATA PRIVACY AND DATA SECURITY

The Parties will at all times process Client Personal Data in accordance with applicable laws and regulations governing the processing of Personal Data. Client shall ensure that any Client Personal Data that it discloses to Clarivate (including when it uploads such Client Personal Data into a Product hosted by Clarivate) is disclosed in accordance with the laws and regulations applicable to Client. The Parties shall 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 unauthorized access, use, processing or disclosure of Client Personal Data. Each Party will use (and will require all third parties that it engages to use) appropriate physical, technical and organizational measures to protect Client Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access. For the purposes of this Agreement, "**Personal Data**" means any information that, alone or in combination with other information, can be used to identify, locate or contact an individual, including a name, email address, physical address, telephone number or publication authored by an identifiable individual, and "**Client Personal Data**" means the Personal Data provided to Clarivate for the purpose of providing Products and/or Services to Client.

12. GENERAL

12.1. Neither Party will be liable to the other for any failure or delay in the performance of its obligations under this Agreement due to circumstances beyond its reasonable control.

12.2. Failure or delay by either Party in exercising any right or power hereunder will not constitute a waiver of such right or power unless agreed in writing pursuant to clause 12.6.

12.3. Client shall not assign, sub-license or delegate any of its rights or obligations under this Agreement without the prior written consent of Clarivate. Clarivate may sub-contract or transfer all or any of its rights or obligations under this Agreement to any third party, provided that in the case of sub-contracting, Clarivate shall remain responsible for the performance by its sub-contractors of such obligations under this Agreement. Any assignment, sub-licensing or delegation in breach of this clause 12.3 shall be null and void.

12.4. Any notice given under this Agreement must be in English, in writing, signed by or on behalf of the Party giving it and delivered personally or sent by express courier or pre-paid registered or certified post to the address set out on the Cover Sheet (or as otherwise notified in writing by that Party by notice complying with the terms of this clause). Clarivate shall be entitled to notify Client about renewal and pricing information by email to the email address of Client's administrator as notified by Client in writing from time to time. All notices will be treated as being received on the date that the notice is recorded as having been delivered.

12.5. This Agreement contains the entire agreement of the Parties as to its subject matter and supersedes any and all prior written or oral agreements and understandings in relation thereto. Client agrees that any terms and conditions incorporated into any purchase order submitted by it for acceptance by Clarivate whether before or after the date of this Agreement shall not apply and are expressly excluded. Each Party acknowledges that in entering into this Agreement it has not relied on any representations made by the other Party that are not expressed in this Agreement. This clause 12.5 shall not be construed as excluding either Party's liability in respect of any fraudulent statements.

12.6. Any amendment to this Agreement shall only be effective if in writing and executed by a duly authorized representative of each Party.

12.7. If any provision of this Agreement is determined to be illegal or unenforceable by any court of competent jurisdiction, it shall be deemed to have been deleted without affecting the remaining provisions.

12.8. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware without regard to its principles governing conflicts of law.

12.9. Each Party intends that Clarivate's Affiliates and Third Party Suppliers shall be third party beneficiaries of this Agreement and, thus, entitled to enforce this Agreement as if an original party hereto. There shall be no other third party beneficiaries.

12.10. This Agreement may be executed via electronic transmission. The parties may exchange signed copies of the Agreement by facsimile, e-mail or other electronic means and such signed copies shall be legally binding.



CONTENT SERVICES SCHEDULE

TERMS AND CONDITIONS APPLICABLE TO CONTENT SERVICES PRODUCTS

The terms of this Content Services Schedule apply, in addition to the General Terms and Conditions, to all Content Services specified on the Cover Sheet.

1. DEFINITIONS

- 1.1. In this Content Services Schedule, the following capitalized terms have the following meanings:

"Content" means any data (including a Custom Dataset), metadata, metrics, charts, graphs, literature or other content in any form that is contained within, or provided alongside, a Content Service;

"Content Service" means any Clarivate product providing Content and/or access to Content as set out on the Cover Sheet including, where applicable, all Updates and Upgrades issued thereto;

"Custom Dataset" means the underlying content metadata used to create a Content Service, delivered in its original, unmodified form via FTP feed or other designated electronic media, independent of, or alongside, such Content Service.

"Documentation" means the user manuals and other documentation and technical information that Clarivate makes generally available in relation to any Content Service, whether in electronic form or otherwise;

"End User" means an authorized end user of a Content Service within the scope of the License Level;

"Internal Database System" means an electronic searchable database system, which is available only to End Users within a Secure Network;

"License Level" means the level of license purchased by Client in relation to a Content Service as set out and more particularly described on the Cover Sheet;

"Login Details" means the unique user name and password used by End Users to access a Content Service and/or Client's IP address (as notified by Client in writing from time to time) required by Clarivate to validate access and other details (technical or otherwise) concerning access to a Content Service and its login process; the Login Details shall be considered Clarivate's Confidential Information;

"Secure Network" means a network (whether a standalone intranet network or a virtual private network within the Internet), which is accessible only to users authorized by Client and whose access rights are authenticated at the time of login and periodically thereafter consistent with good industry practice; and

2. RIGHTS OF USE

- 2.1. Subject to payment of the applicable Fees, Clarivate grants to Client in relation to each Content Service a limited, non-exclusive, non-transferable right during the Term to allow End Users to access the applicable Content Service(s) on the terms set out in clauses 2.2, 2.3 and 2.4 below and within the scope of the License Level.
- 2.2. During the Term, in relation to each Content Service for which an End User is licensed, such End User may:

2.2.1. access, download and/or print reasonable amounts of Content as required for Client's internal purposes;

2.2.2. distribute insubstantial portions of Content both within Client's organization and to third parties, provided such Content is not being used for a commercial purpose; and

2.2.3. distribute limited, specifically relevant portions of Content for interactions with (i) third parties for the purpose of representing or advising Client during litigation or other procedures for the application, renewal, extension or enforcement of Intellectual Property Rights; (ii) government regulatory agencies; or (iii) funding agencies, in each case in connection with Client's products or services.

2.3. In each instance where an End User is reproducing any portion of the Content, such End User shall duly acknowledge the source of such Content and if practicable, shall include the following notice where the Content is reproduced: "This material is reproduced under a license from Clarivate Analytics. You may not copy or re-distribute this material in whole or in part without the prior written consent of Clarivate Analytics."

2.4. For the purpose of clause 2.2.2, an "insubstantial portion" of Content means an amount of Content which: (i) has no independent commercial value; and (ii) could not be used by the recipient as a substitute for any Content Service (or a substantial part of it) provided by Clarivate or its Affiliates.

3. RESTRICTIONS ON USE

- 3.1. Except as otherwise authorized by Clarivate or permitted under the Supplemental Terms at the end of this Schedule, Client undertakes not to, and to ensure that End Users will not:

3.1.1. use, copy, adapt, translate, modify, reverse engineer, decompile, disassemble, sub-license, sell or distribute any portion of a Content Service or any Content other than to the extent that they are expressly licensed to do so under the Agreement or as otherwise expressly permitted by law, where such rights cannot be modified by agreement;

3.1.2. (i) create derivative databases or other works whether using all or some of the Content; or (ii) otherwise use any Content Service (or any portion or derivation of the Content) in any other product or service;

3.1.3. use any Content Service, directly or indirectly, on a time sharing basis, or to provide services for any third party, except as otherwise permitted on the Cover Sheet;

3.1.4. use "web crawlers" or other types of software or hardware technology to automatically download or index Content from any Content Service;

3.1.5. disclose the Login Details to any other person (including other End Users or other members of Client's organization) or allow any other person to access a Content Service (whether on an End User's behalf or otherwise);

3.1.6. (i) create a denial of service, hack into, make unauthorized modifications of or otherwise impede any Content Service, whether by the use of malware or otherwise; or (ii) intercept the communications of others using a Content Service or falsify the origin of Client's or an End User's (as applicable) communications or attempt to do any of the foregoing; or

3.1.7. use a Content Service (i) for any illegal or injurious purpose; (ii) to publish, post, distribute, receive or disseminate defamatory, infringing, obscene or other unlawful material; or (iii) to threaten, harass, stalk, spam, abuse or otherwise violate the legal rights (including rights of privacy and publicity) of others.

3.2. Where, in relation to a Content Service, the License Level set out on the Cover Sheet is "Named End User", Client shall ensure that no more End User IDs than the number of Named End User licenses set out on the Cover Sheet are provided to any individuals and that the End User IDs are not transferred from one individual to another.

3.3. Where, in relation to a Content Service, the License Level set out on the Cover Sheet is "Concurrent End User", Client shall ensure that no more End User IDs than the number of Concurrent End User licenses set out on the Cover Sheet access the Content Service at any one time.

3.4. Client understands that Clarivate is an information provider (including opinions) for general information purposes only and does not provide legal, financial, medical or other professional advice. Some Content Services may contain the opinions of third parties, and Clarivate and its Affiliates are not responsible for such opinions. Likewise, Clarivate is not responsible for any damages resulting from any decisions of Client, or any other party accessing a Content Service through Client, that are made in reliance on the Content Service. Client agrees that it uses the Content Service at its own risk in these respects,

3.5. Where applicable and as a condition of Clarivate providing the Content Services, Client shall ensure that it maintains all such licenses and obtains all such consents and approvals to enable Clarivate to host any Client Materials which Client requires Clarivate to host and/or make accessible for use by End Users through the Content Services.

4. PROVISION OF ACCESS TO THE CONTENT SERVICES

4.1. If Clarivate hosts the relevant Content Service, Clarivate:

4.1.1. shall make the Content Service available to End Users via an Internet website hosted and maintained by Clarivate (or by a third party on Clarivate's behalf) and accessible at a URL to be notified by Clarivate to Client from time to time provided that such End Users are authenticated by providing the correct Login Details;

4.1.2. may suspend access to the Content Service in order to perform maintenance, network upgrades or other work related to the host site and, where reasonably practicable, will provide reasonable advance notice to Client of such suspension; and

4.1.3. shall use commercially reasonable endeavors to: (i) maintain server capacity and Internet connection bandwidth to the location where Clarivate hosts its servers, in each case, to provide End Users with reasonable access to the Content Service; (ii) make the Content Service available to End Users on a twenty-four (24) hour per day basis, except in the event of maintenance, network upgrades or other work related to the host site; and (iii) restore access to the Content Service in the event of an unscheduled interruption or suspension of service.

4.2. Clarivate may change the format or nature of a Content Service at any time and shall provide Client with as much prior notice as is reasonably practicable of any such changes.

4.3. Client shall be responsible for ensuring that the devices that its End Users use to access the Content Service meet the minimum

operating specifications as may be notified by Clarivate from time to time in writing.

5. THIRD PARTY CONTENT

5.1 Client acknowledges it may receive access to content that originates from a source other than Clarivate ("**Third Party Content**") through the Content Services. Use of such Third Party Content shall be subject to the terms and conditions posted at <http://terms.clarivate.com/specific> in addition to the terms and conditions of this Content Services Schedule.

5.2 To the extent that Client archives or redistributes Third Party Content, Client must obtain all required approvals for such archiving and redistribution and upon request, provide copies of such approvals to Clarivate.

5.3 If a Third Party Supplier ceases to make its Third Party Content available to Clarivate or requires Clarivate to suspend or terminate the provision of all or any part of its Third Party Content to Client or to any of its End Users, then Clarivate may suspend or terminate that part of the Content Service, which contains such Third Party Content, immediately without notice or further obligation to Client.

5.4 Client acknowledges and agrees that except where it has entered into a separate agreement directly with a Third Party Supplier, Client has no contract with any Third Party Supplier in respect of the supply of the Third Party Content. No Third Party Supplier owes Client any duty of care with respect to its Third Party Content or accepts any responsibility for it. IF A CONTRACT OR DUTY SHOULD BE HELD TO EXIST, CLARIVATE, AS AGENT FOR EACH THIRD PARTY SUPPLIER SOLELY FOR THE PURPOSE OF THE FOLLOWING EXCLUSION, EXCLUDES THE LIABILITY OF EACH THIRD PARTY SUPPLIER FOR ANY LOSSES OF CLIENT, WHICH MAY ARISE UNDER THAT CONTRACT OR DUTY, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS.

SUPPLEMENTAL TERMS AND CONDITIONS APPLICABLE TO THE FOLLOWING CONTENT SERVICES AND TO CONTENT FROM SUCH PRODUCTS:

Arts & Humanities Citation Index
Biological Abstracts
BIOSIS Citation Index
BIOSIS Previews
Book Citation Index
Conference Proceedings Citation Index
Current Chemical Reactions
Current Contents Connect
Current Contents Connect Collections
Current Contents Search
Derwent Innovations Index
Essential Science Indicators
InCites
Index Chemicus
Journal Citation Reports
Science Citation Index Expanded
Social Sciences Citation Index
Zoological Record

6 INSTITUTIONAL REPOSITORY LICENSE

6.1 Upon request by Client, Clarivate will grant Client a limited, non-exclusive, non-transferable right to use the Clarivate web services applications programming interface ("API") to access any of the above-listed Content Services to which Client currently



subscribes, solely for the purpose of extracting, maintaining and displaying certain bibliographic data fields in a publicly available or internal institutional repository during the term of Client's subscription to the relevant Content Service(s). Such institutional repository may only include data regarding materials authored by Client's faculty, students or affiliated researchers, and may not include the following types of information: (i) article abstracts; (ii) cited references; (iii) citing articles; and (iv) author contact information. In addition, Client shall include a hyperlink to the appropriate Content Service in each institutional repository record that contains any Content.

- 6.2 Client shall not use, copy, adapt, translate, modify, reverse engineer, decompile, disassemble, sub-license, sell or distribute the API other than to the extent that it is expressly licensed to do so under the Agreement or as otherwise expressly permitted by law, where such rights cannot be modified by agreement. Furthermore, Client shall not permit any third party to access the API without Clarivate's prior written consent.

SUPPLEMENTAL TERMS AND CONDITIONS APPLICABLE TO A CUSTOM DATASET:

7. OTHER PERMITTED USES OF A CUSTOM DATASET

With respect to any license of a Custom Dataset, Client may use such Custom Dataset to perform numerical or statistical analyses of data elements derived from a Content Service. In addition, notwithstanding any language to the contrary contained herein, Client may (i) download the Custom Dataset for use in data analytics, and proprietary or third party tools; (ii) use "web crawlers" to extract patterns from the Custom Dataset; and (iii) create derivative databases consisting of the above-mentioned analytics; provided, however, that all Intellectual Property Rights to such Custom Dataset or derivative databases shall be owned by Clarivate; all such rights granted in this clause are limited to Client's internal, non-commercial use of the Custom Dataset, and Client may not distribute or sublicense to any third party any portion of the Custom Dataset or derivative databases created under this clause. Use of the Custom Dataset may also be limited to a specific project if so designated on the Cover Sheet.

8. DELIVERY OF A CUSTOM DATASET

Clarivate will provide the Custom Dataset to Client in the format that is indicated on the Cover Sheet.

PROFESSIONAL SERVICES SCHEDULE

TERMS AND CONDITIONS APPLICABLE TO PROFESSIONAL SERVICES

The terms of this Professional Services Schedule apply, in addition to the General Terms and Conditions, to all Professional Services specified on the Cover Sheet.

1. DEFINITIONS

- 1.1. In this Professional Services Schedule, the following capitalised terms have the following meanings:

"Deliverable" means any deliverable or output to be provided to Client as set out in the SOW;

"Location" means the location set out in the SOW (if any);

"Professional Services" means any Clarivate professional services, including but not limited to implementation, customisation, configuration, data conversion services, consulting services, screening, search and watch services, in-use searches, facilitation of legal services, reports, or document retrieval services to be provided by Clarivate under a SOW, as described more fully in such SOW;

"SOW" means a Clarivate statement of work signed by Clarivate and Client and incorporating these Terms and Conditions, or such other document (including an order confirmation) executed or otherwise agreed to by the Parties (whether in writing or electronically) which details the Professional Services and Deliverables and incorporates these Terms and Conditions;

"SOW Start Date" means the date on which: (i) Clarivate receives approval of the SOW from Client, including by email; or (ii) Client signs the SOW, whichever is the earlier; and

"Timetable" means the timetable for the provision of the Professional Services and delivery of any Deliverables as set out in the SOW (which shall not be treated as being of the essence).

2. PROVISION OF DELIVERABLES AND SERVICES

- 2.1 With effect from the SOW Start Date, Clarivate will provide the Deliverables to and/or shall procure the performance of the Professional Services for Client in accordance with and subject to the provisions of the Agreement within the Timetable and in the Location (if one is specified in the SOW).
- 2.2 Client shall receive and use the Deliverables and Services subject to the "Rights and Restrictions on Client's Use of the Deliverables" and the "Additional Terms" including the Usage Cap, as set out in the SOW (if applicable).
- 2.3 Where any information provided by Client is the subject of any Deliverable or Professional Service, such Deliverable or Professional Service shall be provided and be valid only in respect of the particular information provided by Client to Clarivate. If any information provided by Client that is the subject of any Deliverable or Professional Service changes in any way and Client requires the Deliverable or Professional Service to be provided in relation to such changed information, Client shall order a new Service in relation to such changed information.

3. CLIENT OBLIGATIONS

- 3.1 Client will take all reasonable steps to ensure the health and safety of any Clarivate personnel and/or contractors carrying out the Professional Services or providing the Deliverables while they are at Client's premises and to provide them with such equipment and technical services, information and assistance as they may reasonably require for the performance of the

Professional Services or provision of the Deliverables as set out in the SOW.

- 3.2 Client shall at all times and for the purpose of enabling Clarivate to carry out its obligations under this Agreement:

3.2.1 ensure in a timely manner that Clarivate has such access to and full cooperation of such technical and managerial personnel of Client and any applicable third parties who have the appropriate skill, experience and knowledge as Clarivate may reasonably require;

3.2.2 provide Clarivate in a timely manner with information, specifications or instructions of sufficient detail, accuracy and completeness as reasonably required by Clarivate;

3.2.3 ensure that any Client Materials provided to Clarivate, are either owned or licensed by Client such that Client has all necessary rights to authorise Clarivate to use or modify it; and

3.2.4 use all reasonable efforts to perform any additional obligations specified in the SOW in a timely manner.

- 3.3 Without prejudice to any other right or remedy available to Clarivate, Clarivate will not be liable for any delay or failure to perform the Services, or failure to comply with any timetable, or for any error or defect in the Deliverables, if such delay, failure or error occurs as a result of (i) Client's failure to perform its obligations under the Agreement in a timely manner; or (ii) any other act or omission by Client other than due performance of its obligations.

4. CHANGE CONTROL

- 4.1 Client may request changes to the Deliverables and/or the Services (each a **"Change"**) by submitting a request to Clarivate in writing (including by email) (a **"Change Request"**).
- 4.2 Clarivate shall carry out an initial assessment of the Change Request, including seeking further information from Client where required, and shall respond to Client stating whether in principle Clarivate is prepared to carry out the requested Change. Clarivate may reject a Change Request in its absolute discretion.
- 4.3 Client shall co-operate with and provide such information and assistance (including making appropriate personnel of Client available for meetings) as is reasonably requested by Clarivate in order to respond to a Change Request as soon as reasonably practicable.
- 4.4 Where Clarivate agrees in principle to a Change, Clarivate shall prepare and submit to Client a formal change order (a **"Change Order"**) setting out: (i) the scope and impact of the Change, including changes to the scope of the Service, the Deliverables and the Timetable; and, where applicable, (ii) any other consequential changes required to the provisions of the Agreement including the Fees.
- 4.5 No requested Change shall have effect unless and until each Party has signed the relevant Change Order.

5. RIGHTS OF USE

- 5.1 Clarivate grants Client a limited, non-exclusive, non-transferable, worldwide license to use the Deliverables for Client's internal business purposes to the extent required for the proper enjoyment of the Professional Services, in accordance with the license rights and restrictions set out in the SOW. Where a Deliverable includes configuration or modifications to Clarivate's standard products or services, the output shall be licensed on the same basis as the terms applicable to the relevant standard



products or services.

- 5.2 Client waives any right it may have to prevent and/or to be compensated for Clarivate's or its Affiliates' use of any feedback regarding Professional Services for any purpose.
- 5.3 Client shall not offer for sale or resale any of the Deliverables, nor may Client use them in order to develop products and/or services that could be deemed to compete with the business of Clarivate or its Affiliates, save that Client may supply copies of the Deliverables to its own clients provided such distribution is incidental to procedures for the application, renewal, extension or enforcement of Intellectual Property Rights for which Client has been engaged.

6 PERSONNEL

- 6.1 At all times during the Term, all Clarivate personnel carrying out a Professional Service will remain subject to the overall control of Clarivate and to the terms of their employment or engagement by Clarivate.
- 6.2 Clarivate will take commercially reasonable steps to ensure that any of its personnel performing the Professional Services at the

Location will comply with any reasonable security or health and safety requirement of Client relating to that Location, provided those requirements have been previously notified to Clarivate.

- 6.3 Client agrees that during the Term and for twelve (12) months thereafter it will not, without the prior written consent of Clarivate or in connection with an application for a demonstrable job advertisement, directly or indirectly employ or engage or solicit for employment or engagement:
 - 6.3.1 any employee or former employee of Clarivate; or
 - 6.3.2 any agent, contractor or contractor's employee working for Clarivate or who has previously worked for Clarivate, who is or has been at any time directly involved in the provision of a Professional Service.
- 6.4 Clause 6.3 shall survive termination or expiry of this Agreement or the applicable Professional Service.



SOFTWARE SCHEDULE

TERMS AND CONDITIONS APPLICABLE TO SOFTWARE PRODUCTS

The terms of this Software Schedule apply, in addition to the General Terms and Conditions, to all Software and related Support Services as specified on the Cover Sheet.

1. DEFINITIONS

- 1.1. In this Software Schedule, the following capitalized terms have the following meanings:

"Documentation" means the user manuals and other documentation and technical information Clarivate makes generally available in relation to the Software, whether in electronic form or otherwise.

"End User" means an authorized end user of the Software within the scope of the License Level;

"License Level" means the level of license purchased by Client in relation to the Software as set out and more particularly described on the Cover Sheet;

"Login Details" means the unique user name and password used by End Users to access the Software and/or Client's IP address (as notified by Client in writing from time to time) required by Clarivate to validate access and other details (technical or otherwise) concerning access to the Software and its login process; the Login Details shall be considered Clarivate's Confidential Information; and

"Secure Network" means a network (whether a standalone intranet network or a virtual private network within the Internet), which is accessible only to users authorized by Client and whose access rights are authenticated at the time of login and periodically thereafter consistent with good industry practice;

"Site" means Client's site and/or the designated operating location within a Client's site as set out in the Cover Sheet;

"Software" means the software product provided by Clarivate as set out in the Cover Sheet, including, where applicable, all Updates and Upgrades issued thereto;

"Support Services" means any support and maintenance services to be provided by Clarivate in relation to the Software as set out in the Cover Sheet;

2. CLIENT HOSTED SOFTWARE

Where the Cover Sheet identifies that Client will host the relevant Software:

- 2.1. On or within a reasonable period following the Effective Date set forth in the Cover Sheet, Clarivate shall deliver a copy of the Software and Documentation either (i) on CD-ROM media; or (ii) issue the applicable electronic key in the case of electronic delivery, as specified on the Cover Sheet. The Software and Documentation shall be deemed accepted on delivery.
- 2.2. Within thirty (30) days of delivery of the Software, Client shall notify Clarivate in writing of any defective media. Clarivate shall replace, without charge, any defective media determined to be unrelated to misuse by Client.
- 2.3. Clarivate warrants that the Software will operate substantially as described in the Documentation for a period of thirty (30) days following the delivery date (the **"Warranty Period"**).
- 2.4. If Client notifies Clarivate during the Warranty Period of any failure of the Software where such failure (i) has a material

adverse impact on the ability of Client or its End Users to use the Software; or (ii) causes a material function of the Software (as set out in its Documentation) to be materially impaired (either such failure shall be referred to in this Software Schedule as a **"Fault"**), Clarivate shall use commercially reasonable efforts to modify the Software or provide a workaround in order to correct the Fault. If Clarivate is unable to correct the Fault within a reasonable period of time, Clarivate shall promptly refund to Client the Fees paid in respect of the Software and the licence for the Software shall automatically terminate. The limited remedy set forth in this clause 2.4 shall be Client's sole and exclusive remedy for any breach of the foregoing warranty.

- 2.5. Subject to payment of the applicable Fees, Clarivate hereby grants to Client a non-exclusive, non-transferable license to use and/or to allow End Users to use: (i) the number of copies of the Software in object code format only solely at the Site; and (ii) the number of copies of the Documentation in connection with Client's and/or the End Users' use of the Software, in each case within the scope of the Licence Level and for Client's internal business purposes.

- 2.6. Client shall:

2.6.1. install the number of copies of the Software within the scope of the Licence Level using hardware, software and/or systems which comply with Clarivate's minimum operating specifications (as determined by Clarivate from time to time in writing); and

2.6.2. maintain commercially reasonable security measures, including hosting the Software within a Secure Network, to safeguard the Software from access or use by any unauthorised third party.

- 2.7. If applicable, Client shall purchase and Clarivate shall supply the Support Services for the Term.

- 2.8. If Client cancels the Support Services pursuant to clause 2.2 of the General Terms and Conditions or the Support Services are terminated for any other reason, Client may reactivate the Support Services provided that if applicable, Client pays the then-current Fees for the Support Services and for any support periods since the date on which Client previously stopped purchasing Support Services or Client's Support Services were terminated.

3. CLARIVATE HOSTED SOFTWARE

Where the Cover Sheet identifies that Clarivate will host the relevant Software:

- 3.1. During the Term only and subject to payment of the applicable Fees, Clarivate:

3.1.1. shall make the Software available to End Users via an Internet website hosted and maintained by Clarivate (or by a third party on Clarivate's behalf) and accessible at a URL to be notified by Clarivate to Client from time to time provided that such End Users are authenticated by providing the correct Login Details;

3.1.2. grants to Client a limited, non-exclusive, non-transferable right during the Term to allow End Users to access and use the Software within the scope of the Licence Level as reasonably required for Client's internal business purposes;

3.1.3. may suspend access to the Software in order to perform maintenance, network upgrades or other work related to the host site and, where reasonably practicable,



will provide reasonable advance notice to Client of such suspension; and

3.1.4. shall use commercially reasonable endeavours to:
(i) maintain server capacity and internet connection bandwidth to the location where Clarivate hosts its servers, in each case, to provide End Users with reasonable access to the Software; (ii) make the Software available to End Users on a twenty-four (24) hour per day basis, except in the event of maintenance, network upgrades or other work related to the host site; and (iii) restore access to the Software in the event of an unscheduled interruption or suspension of the service;

3.1.5. may change the format or nature of the Software at any time and shall provide Client with as much prior notice as is reasonably practicable of any such changes; and

3.1.6. shall use commercially reasonable endeavours to provide technical support to End Users during Clarivate's standard support hours, unless otherwise set out on the Cover Sheet.

4. PERPETUAL LICENCE

4.1. Where the Cover Sheet indicates that the Software is Perpetually Licensed Software, the rights granted under clauses 2 and 3 in respect of such Software existing at the relevant End Date shall be perpetual. Following the termination or expiry of this Agreement or of the relevant Software, any Perpetually Licensed Software that was hosted by Clarivate prior to termination or expiry will be supplied to Client in a fixed electronic medium as determined by Clarivate.

4.2. Client's use of the Software on a perpetual basis shall be subject to the restrictions and obligations set out in this Agreement and Clarivate may terminate Client's perpetual licence if Client fails to comply with such restrictions and obligations.

4.3. This clause 4 shall survive termination or expiry of this Agreement or the applicable Support Service.

5. RESTRICTIONS ON USE

5.1. Client shall not, and shall require that End Users shall not:

5.1.1. permit any person other than End Users to use the Software and Documentation;

5.1.2. use the Software directly or indirectly on a time-sharing, remote job entry, or service bureau basis or otherwise for the benefit of any third party (other than where permitted on the Cover Sheet, Client Affiliates);

5.1.3. use, copy, adapt, modify, translate, reverse engineer, decompile, disassemble, sub-licence, sell or distribute the Software or Documentation otherwise than to the extent that they are expressly licensed to do so under the Agreement or otherwise as expressly permitted by law where such rights cannot be modified by agreement

5.1.4. create subsets or derivative works of or from the Software;

5.1.5. use the Software in breach of the terms of the License Level;

5.1.6. disclose the Login Details to any third party or allow third parties to use the Login Details to access the Software (whether on the End User's behalf or otherwise);

5.1.7. create a denial of service, hack into, make unauthorised modifications of or otherwise impede the Software, whether by the use of malware or otherwise, intercept the communications of others using the Software or falsify the origin of Client's or the End User's (as applicable) communications or attempt to do any of the foregoing; or

5.1.8. use the Software for any illegal or injurious purpose or to publish, post, distribute, receive or disseminate defamatory, infringing, obscene, or other unlawful material or to threaten, harass, stalk, spam, abuse, or otherwise violate the legal rights (including rights of privacy and publicity) of others.

5.2. Where, in relation to Software, the Licence Level set out on the Cover Sheet is "Named End User", Client shall ensure that no more End User IDs than the number of Named End User licences set out on the Cover Sheet are provided to any individuals and that the End User IDs are not transferred from one individual to another.

5.3. Where, in relation to the Software, the License Level set out on the Cover Sheet is "Concurrent End User", Client shall ensure that no more End Users than the number of End User licenses set out on the Cover Sheet access the Software concurrently at any one time.

5.4. Where applicable and as a condition of Clarivate providing the Software, Client shall ensure that it maintains all such licences and obtains all such consents and approvals to enable Clarivate to host any Client Materials which Client requires Clarivate to host and/or make accessible for use by End Users through the Software.

5.5. Client shall ensure that its End Users' have access to hardware, software and/or systems for the purposes of accessing the Software which comply with Clarivate's minimum operating specifications (as determined by Clarivate from time to time in writing).

6. SUPPORT SERVICES

6.1. Subject to payment of the relevant Fees, if applicable, and during the Term only, Clarivate shall provide a telephone number for Client's End Users to call for all purposes regarding the support of the Software during Clarivate's standard support hours, as set out in the Cover Sheet. Client may also report problems after hours via e-mail at the email address set out in the Cover Sheet (provided, however, that no e-mail shall be deemed "received" by Clarivate until Clarivate has notified Client that such e-mail has been received).

6.2. During the Term only, Clarivate may provide or make available to Client such Updates or Upgrades as it determines to make generally available. Notwithstanding the foregoing, Clarivate shall be under no obligation to provide any Updates and/or Upgrades.

7. CONDITIONS FOR RECEIVING SUPPORT SERVICES

7.1. Clarivate shall not be responsible pursuant to the Agreement for maintaining, repairing or replacing any hardware (including any servers or any web servers) or any software other than the Software.

7.2. The Support Services or the remedial work set out in clause 2.4 above do not include work in respect of, and Clarivate shall not be liable for any Fault or any breach of warranty:

7.2.1. resulting from any modification of the Software other than by Clarivate or its sub-contractors without Clarivate's prior written approval; or



7.2.2. in any version of the Software other than the current release;

7.2.3. resulting from use of the Software contrary to Clarivate's stated operating instructions, whether in the Documentation or otherwise including use of the Software in connection with hardware, software or systems with which the Software was not intended to operate;

7.2.4. resulting from any fault in or incorrect operation of any hardware, software, or telecommunications equipment not operated by Clarivate;

7.2.5. resulting from the failure of Client (or the applicable End User) to apply any Update or Upgrade provided by Clarivate or other failure to co-operate with Clarivate's reasonable instructions; or

7.2.6. resulting from or prolonged by Client's failure to allow Clarivate access to any relevant premises for the purposes of carrying out such Fault resolution.

7.3. In the event that any Fault falls within one or more of clauses 7.1 or 7.2, Clarivate may, at its discretion, carry out any necessary work at Client's written request and shall be entitled to charge Client for such work at its then standard charges.



SCHOLARONE SCHEDULE

TERMS AND CONDITIONS APPLICABLE TO SCHOLARONE PRODUCTS

The terms of this ScholarOne Schedule apply, in addition to the General Terms and Conditions, to all ScholarOne products and related Support Services as specified on the Cover Sheet.

1. DEFINITIONS

- 1.1. In this ScholarOne Schedule, the following capitalized terms have the following meanings:

"Documentation" means the user manuals and other documentation and technical information that Clarivate makes generally available in relation to the Software, whether in electronic form or otherwise;

"Downtime" is defined as a period of time during which the Live Software Site for a Publication is not accessible by any End Users;

"End User" means a registered end user of the Software;

"License Level" means the level of license purchased by Client in relation to the Software as set out and more particularly described on the Cover Sheet;

"Live Software Sites" are those Software Sites that are actively being used for the submission and peer review of content, and do not include those sites that are in implementation, migration or testing phases, or that have been closed;

"Login Details" means the unique user name and password used by End Users to access the Software and/or Client's IP address (as notified by Client in writing from time to time) required by Clarivate to validate access and other details (technical or otherwise) concerning access to the Software and its login process; the Login Details shall be considered Clarivate's Confidential Information;

"Meetings" means any meetings or conferences that are managed by Client, either for itself or on behalf of a third party, and that are listed in the Cover Sheet;

"Network Access Fee" for a Publication's Software Site is defined as twenty percent (20%) of the amount of the monthly Subscription Fee for that Software Site. The monthly Subscription Fee is determined by dividing the amount of the annual Subscription Fee (as specified in the Cover Sheet) by twelve (12). In the event the Cover Sheet specifies that Client's Fees are to be calculated on a per-submission basis, then the amount of the monthly Subscription Fee for purposes of this definition is determined by multiplying the number of manuscript submissions to the Publication's Software Site during the applicable calendar month times the per submission rate in effect for such Publication during that month;

"Outage" means a Downtime event that results from a breakdown in the hosting services described herein due to reasons within Clarivate's reasonable control; provided, however, that any Downtime event due to standard maintenance, an Upgrade release, a force majeure event, a disruption of any network infrastructure outside of Clarivate's control (including the infrastructure of a third party data center), or changes to, or alterations in, the Software made at Client's request, shall not be considered an Outage;

"Publications" means any publications that are owned by Client or published by Client on behalf of a third party;

"Software" means the ScholarOne software product provided by Clarivate as set out in the Cover Sheet, including, where applicable, all Updates and Upgrades issued thereto;

"Software Site" means an individual Publication's or Meeting's site hosted by Clarivate with a unique URL, where End Users can submit and review content for such Publication or Meeting; and

"Support Services" means any support and maintenance services to be provided by Clarivate in relation to the Software as set out in the Cover Sheet.

2. RIGHTS AND CONDITIONS OF USE

- 2.1. During the Term only and subject to payment of the applicable Fees, Clarivate:

2.1.1. shall make the Software available to End Users via an Internet website hosted and maintained by Clarivate (or by a third party on Clarivate's behalf) and accessible at a URL to be notified by Clarivate to Client from time to time provided that such End Users are authenticated by providing the correct Login Details;

2.1.2. grants to Client a limited, non-exclusive, non-transferable right to allow End Users to access and use the Software solely in connection with the Publications or Meetings for Client's internal business purposes;

2.1.3. may suspend access to the Software in order to perform maintenance, network upgrades or other work related to the host site and, where reasonably practicable, will provide reasonable advance notice to Client of such suspension; and

2.1.4. shall use commercially reasonable endeavours to maintain server capacity and internet connection bandwidth at the location where Clarivate hosts its servers, in each case, to provide End Users with reasonable access to the Software, and to make the Software available to End Users (except in the event of maintenance, network upgrades or other work related to the host site) in a manner consistent with the terms herein.

- 2.2. Clarivate may change the format or nature of the Software at any time and shall provide Client with as much prior notice as is reasonably practicable of any such changes.

- 2.3. Client shall not remove or modify any notices set forth in the Software, indicating Clarivate's Intellectual Property Rights in connection with the Software.

- 2.4. Client shall be solely responsible for providing all data, content and other materials for the Web pages in the Software Sites for the Publications or Meetings. Client hereby grants Clarivate a non-exclusive, royalty-free, worldwide license to (i) use, reproduce, distribute and display the data, content and other materials supplied by Client, its End Users or its third party licensors (collectively, **"Client Content"**) within the Software to provide the services contemplated under this Agreement, and (ii) use, reproduce, distribute and display the Client Logos in connection with the Software as contemplated herein. Client shall ensure that it maintains all such licences and obtains all such consents and approvals necessary to enable Clarivate to host the Client Content. Clarivate will have no obligation to review, edit or modify the Client Content.

- 2.5. Clarivate reserves the right to remove Client Content from any Web page in the Software Sites in any case where it receives an Infringement Notification (as defined in the Digital Millennium Copyright Act (17 U.S.C. §512) ("DMCA")) in the form required by the DMCA. Clarivate will include on the Web pages a link to a



page detailing the procedures to be followed under the DMCA by any party who either (i) has a good faith belief that material on such Web pages infringes its Intellectual Property Rights, or (b) can attest that its material was taken down improperly under the DMCA.

- 2.6. Client acknowledges that in providing and supporting the Software for the Publications or Meetings, Clarivate will capture certain user data, and Client agrees that Clarivate will be entitled to create and distribute aggregate statistical and database compilations derived from such data, including demographics, site traffic, usage information, viewing and navigation patterns and user characteristics; provided that such aggregate compilations will not identify individual users.
- 2.7. Client shall ensure that its End Users' have access to hardware, software and/or systems for the purposes of accessing the Software, which comply with Clarivate's minimum operating specifications (as determined by Clarivate from time to time in writing).

3. RESTRICTIONS ON USE

- 3.1. Client shall not:
 - 3.1.1. use the Software directly or indirectly on a time-sharing, remote job entry, or service bureau basis or otherwise for the benefit of any third party (other than where permitted on the Cover Sheet, Client Affiliates);
 - 3.1.2. use, copy, adapt, modify, translate, reverse engineer, decompile, disassemble, sub-licence, sell or distribute the Software or the Documentation other than to the extent that they are expressly licensed to do so under the Agreement or as otherwise expressly permitted by law where such rights cannot be modified by agreement;
 - 3.1.3. disclose the Login Details to any third party or allow third parties to use the Login Details to access the Software (whether on the End User's behalf or otherwise);
 - 3.1.4. (i) create a denial of service, hack into, make unauthorised modifications of or otherwise impede the Software, whether by the use of malware or otherwise; or (ii) intercept the communications of others using the Software or falsify the origin of Client's or the End User's (as applicable) communications or attempt to do any of the foregoing; or
 - 3.1.5. use the Software (i) for any illegal or injurious purpose; (ii) to publish, post, distribute, receive or disseminate defamatory, infringing, obscene or other unlawful material; or (iii) to threaten, harass, stalk, spam, abuse, or otherwise violate the legal rights (including rights of privacy and publicity) of others.

4. WARRANTIES

- 4.1. Clarivate warrants to Client that the Software will operate substantially as described in the Documentation and the Cover Sheet; provided, however, that if Client discovers material errors in the Software, Client's exclusive remedy shall be as specified in the Clause 5 below.
- 4.2. Client warrants to Clarivate that the Client Content shall not infringe the Intellectual Property Rights of any third party, is not libellous, and does not otherwise violate the rights of, or cause damage to, any person or entity, or constitute a violation of any applicable law. Client shall defend, indemnify and hold Clarivate and its Affiliates harmless from and against any claim arising out of or in connection with Clarivate's use of the Client Content as contemplated herein.

5. MAINTENANCE AND SUPPORT SERVICES

- 5.1. Subject to payment of the applicable Fees and during the Term only, Clarivate shall provide a telephone number for Client's End Users to call for all purposes regarding the support of the Software during Clarivate's standard support hours, as set out in the Cover Sheet. Client may also report problems after hours via e-mail at the email address set out in the Cover Sheet (provided, however, that no e-mail shall be deemed "received" by Clarivate until Clarivate has notified Client that such e-mail has been received).
- 5.2. Clarivate reserves the right to perform standard maintenance to maintain the integrity of the hardware, applications and network supporting the Software and to make improvements to the Software, during which times the Software and the Software Sites will be unavailable for use. Clarivate may change the standard maintenance schedule from time to time at its own discretion, and will make commercially reasonable efforts to provide Client with prior notice of any such change. Clarivate may schedule additional, non-standard maintenance windows as needed to maintain the continuity of the hosting services, and will provide Client with as much advance notice as is practicable. Clarivate will attempt to minimize the number and duration of non-standard maintenance windows.
- 5.3. Clarivate's service level objective is that each Live Software Site for a Publication will be available no less than 99.5% of any calendar month of each calendar year. If the number of Outage hours for a Publication's Live Software Site exceeds four(4) hours during any calendar month, Client may request in writing, and upon receiving such request Clarivate shall provide, a financial credit based on the following percentages of the Network Access Fee for such Publication's Software Site, provided that Client's request must be received no more than 60 days after the end of the month to which the request applies:

Number of Outage Hours Per Month	Financial Credit Due
Greater than 4 and up to 6	20% of the Network Access Fee
Greater than 6 and up to 8	40% of the Network Access Fee
Greater than 8 and up to 10	70% of the Network Access Fee
Greater than 10	100% of the Network Access Fee

- 5.4. Clarivate will make commercially reasonable efforts to correct reproducible material errors within the Software, provided Client has reported such material errors in writing with sufficient detail for Clarivate to understand the material errors and the circumstances under which they occurred. Clarivate does not warrant or guarantee that the Software will run or otherwise operate without interruption or be error free.
- 5.5. Clarivate shall not be responsible for correcting any error resulting from:
 - 5.5.1. use of the Software contrary to Clarivate's stated operating instructions, whether in the Documentation or otherwise, including use of the Software in connection with hardware, software or systems with which the Software was not intended to operate; or
 - 5.5.2. any fault in or incorrect operation of any hardware, software, or telecommunications equipment not operated by Clarivate.



- 5.6. During the Term only, Clarivate may provide or make available to Client such Updates and Upgrades as it makes generally available to similar customers. Notwithstanding the foregoing, Clarivate shall be under no obligation to provide any Updates and/or Upgrades. Clarivate shall notify Client in writing (including by email) or post notices on its support website when applicable Updates and Upgrades are available for use by Client.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. Clarivate acknowledges that all Intellectual Property Rights in the Client Content are owned by Client or the End Users. Except as expressly set out in this Agreement, Client neither assigns any Intellectual Property Rights nor grants any licenses or rights in respect of the Client Content to Clarivate.

7. THIRD PARTY SOFTWARE

Client acknowledges that Intellectual Property Rights, warranties and other applicable usage terms for any third party software integrated with the Software shall be as provided for by the third party software owner and are not modified or expanded by this Agreement.

8. MISCELLANEOUS

- 8.1. Client agrees that Clarivate may include Client's name and the Client Logos (including the names and logos of the Publications or Meetings) in its lists of Software users on Clarivate's Web site, and in print and electronic promotional materials.
- 8.2. Clauses 4.2 and 6 shall survive any termination or expiration of the Agreement.

API & APPLICATIONS SCHEDULE

TERMS AND CONDITIONS APPLICABLE TO API & RELATED APPLICATIONS

The terms of this API & Applications Schedule apply, in addition to the General Terms and Conditions, to all API and Clarivate Applications and to related Support Services as specified on the Cover Sheet, and to any Client Applications developed for the API.

1. DEFINITIONS

- 1.1. In this API & Applications Schedule, the following capitalised terms have the following meanings:

"API" means the software set out on the Cover Sheet, comprising a set of commands, functions, and protocols available for use by Developers to allow them to use predefined functions to interact with a Content Service in accordance herewith, including, where applicable, all Updates and Upgrades issued thereto;

"API Key" means a unique code and username defined by Clarivate allowing Developers to access the API;

"Application" means a Client Application and/or a Clarivate Application, in each case for use solely for Client's internal business purposes;

"Client Application" means software code written to the API by the Developers for a single programmatic purpose, function or use pursuant to the terms of this Agreement;

"Content" means any data, metadata, metrics, charts, graphs, literature or other content in any form that is contained within, or provided alongside, a Content Service;

"Content Service" means any Clarivate product providing Content and/or access to Content as set out on the Cover Sheet including, where applicable, all Updates and Upgrades issued thereto;

"Developer" means, in relation to Client, any employee or contractor under Client's control engaged by Client to create interfaces between Client's own systems and the Content Services set out on the relevant Cover Sheet by way of the API;

"Documentation" means the user manuals, toolkit and/or any other documentation and technical information Clarivate makes generally available in relation to the API, whether in electronic form or otherwise.

"End User" means an authorised end user of the relevant Content Service within the scope of the Licence Level;

"Licence Level" means the level of licence purchased by Client in relation to a Content Service as set out and more particularly described on the Cover Sheet;

"Software" means the APIs, API Keys and Clarivate Applications;

"Support Services" means any support and maintenance services to be provided by Clarivate in relation to the API as set out in the Cover Sheet;

"Clarivate Analytics Application" means the software developed by Clarivate or its Third Party Suppliers for a single programmatic purpose, function or use pursuant to the terms of this Agreement, and licensed for use by Client hereunder;

2. RIGHTS AND CONDITIONS OF USE

- 2.1. Clarivate shall assign to Client the number of API Keys set out in the Cover Sheet. Each API Key is uniquely associated (i) with Client and (ii) with a single Application or single Developer (in the

event that Client assigns more than one Developer to develop one single Application, Clarivate may issue an API Key to each Developer associated with such development).

- 2.2. Subject to payment of the relevant Fees, Clarivate grants Client a non-exclusive, non-transferable right:

2.2.1. to allow its Developers to use an API Key for access in order to develop Client Applications; and

2.2.2. to allow its Developers to use the Clarivate Application(s) set out on the Cover Sheet.

In each case, an Application shall enable End Users to access (over and above their usual Content Service web-based access) Content from the Content Set set out in the Cover Sheet. The development of a new Client Application will require Client to contact Clarivate to obtain another licence for another API Key

- 2.3. All Content accessed or accessible by Client and/or its End Users by way of the API shall be licensed in accordance with the provisions of the Content Services Schedule.

- 2.4. API Keys will be used by Clarivate to track how the API is being used by Client in order (i) to continue development of the API and Clarivate Applications, as well as other APIs and other Clarivate Applications, in each case for the benefit of Client; (ii) to verify use of the API, Clarivate Applications and any Content made available to End Users by way of the API and/or Clarivate Applications in accordance with the Agreement; and (iii) to identify and enforce any breach of the Agreement. Clarivate reserves the right to suspend Client's use and access to the API, Clarivate Applications and/or Content by way thereof if it reasonably suspects that Client, its Developers, or its End Users have breached the Agreement.

2.5. CLARIVATE:

2.5.1. may suspend access to the API and/or Clarivate Applications in order to perform maintenance, network upgrades or other work related to the host site and, where reasonably practicable, will provide reasonable advance notice to Client of such suspension; and

2.5.2. shall use commercially reasonable endeavours to: (i) maintain server capacity and internet connection bandwidth to the location where Clarivate hosts its servers, in each case, to provide Developers with reasonable access to the API and Clarivate Applications; (ii) make the API and Clarivate Applications available to Developers on a twenty-four (24) hour per day basis, except in the event of maintenance, network upgrades or other work related to the host site; and (iii) restore access to the API and/or Clarivate Applications in the event of an unscheduled interruption or suspension of the service;

2.5.3. may change the format or nature of the API and/or Clarivate Applications at any time and shall provide Client with as much prior notice as is reasonably practicable of any such changes; and

2.5.4. shall use commercially reasonable endeavours to provide technical support relating to the API and Clarivate Applications (but not Client Applications) to Developers during Clarivate's standard support hours, unless otherwise set out on the Cover Sheet.

3. RESTRICTIONS ON USE

- 3.1. Client shall not be entitled to do any of the following (and shall be responsible for ensuring that its Developers do not do any of the following):



3.1.1. Allowing anyone other than (i) its Developers to access the API and API Keys, and (ii) its End Users to access the Applications or Content. Client shall not sublicense the API or any Application to any third party;

3.1.2. Using the API or API Keys in breach of the terms of the Licence Level. Client shall not allow End Users to access the API directly;

3.1.3. Using the API or Applications or enabling End Users to access or use Content in a manner that is inconsistent with the Agreement (in particular clauses 2 (Rights of Use) and 3 (Restrictions on Use) of the Content Services Schedule);

3.1.4. Enabling or making any collection of substantial portions of Content in derivative databases or other works. For these purposes "substantial portion" shall mean an amount of Content which: (i) has independent commercial value; and (ii) could be used by any recipient as a substitute for any Content Service (or a substantial part of it) provided by Clarivate or its Affiliates;

3.1.5. Creating any automated search of Content that is not initiated by a single search request made by an End User;

3.1.6. Using the API or Clarivate Applications directly or indirectly on a time-sharing, remote job entry, or service bureau basis or otherwise for the benefit of any third party (other than, where permitted on the Cover Sheet, Client Affiliates);

3.1.7. Using, copying, adapting, modifying, translating, reverse engineering, decompiling, disassembling, sub-licensing, selling or distributing the API, Clarivate Applications or API Keys otherwise than to the extent that they are expressly licensed to do so under the Agreement or otherwise as expressly permitted by law where such rights cannot be modified by agreement;

3.1.8. Creating a denial of service, hacking into, making unauthorised modifications of or otherwise impeding the API, the Clarivate Applications or the Content Service, whether by the use of malware or otherwise, intercepting the communications of others using the API, the Clarivate Applications or the Content Service or falsifying the origin of Client's or the End User's (as applicable) communications or attempting to do any of the foregoing; or

3.1.9. Using the API or Applications (i) for any illegal or injurious purpose; (ii) to publish, post, distribute, receive or disseminate defamatory, infringing, obscene, or other unlawful material; or (iii) to threaten, harass, stalk, spam, abuse, or otherwise violate the legal rights (including rights of privacy and publicity) of others;

3.2. Use of the API with Client's systems shall be conditional upon Client's inclusion of a visible accreditation (via the text set out on the Cover Sheet and an authorized Clarivate logo) on any Application. For these purposes, Clarivate grants Client a limited, non-exclusive, non-transferable right during the Term to use an authorized Clarivate logo (provided at Client's request) solely to satisfy the obligations in this paragraph, and subject to prior approval of Clarivate to its size and positioning.

4. CLIENT APPLICATIONS

4.1. At Clarivate's request, Client shall demonstrate to Clarivate any Client Application developed by Client pursuant to the terms of this Agreement.

4.2. Client shall be solely responsible for:

4.2.1. maintaining all such licences, consents and approvals required from third parties to any Client Applications or part thereof;

4.2.2. providing all necessary support for Client Applications.

5. DELIVERY

5.1. On or within a reasonable period following the date of the Cover Sheet, Clarivate shall deliver electronically a copy of the API Key, any Clarivate Application(s) and Documentation as specified on the Cover Sheet. The API, Clarivate Applications and Documentation shall be deemed accepted on delivery.

5.2. Within thirty (30) days of such delivery, Client shall notify Clarivate in writing of any defective media. Clarivate shall replace, without charge, any defective media relating to the API or Clarivate Applications determined to be unrelated to (i) misuse by Client, or (ii) any Client Application(s).

6. WARRANTIES

6.1. Clarivate warrants that the API and Clarivate Applications will operate substantially as described in the Documentation for a period of thirty (30) days following the delivery date (the "Warranty Period").

6.2. If Client notifies Clarivate during the Warranty Period of any failure of the API or Clarivate Applications where such failure (i) has a material adverse impact on the ability of Client or its Developers to use the API or Clarivate Applications; or (ii) causes a material function of the API or Clarivate Applications (as set out in its Documentation) to be materially impaired (either such failure shall be referred to in this API Schedule as a "Fault"), Clarivate shall use commercially reasonable efforts to modify the API or Clarivate Applications or provide a workaround in order to correct the Fault. If Clarivate is unable to correct the Fault within a reasonable period of time, Clarivate shall promptly refund to Client the Fees paid in respect of the API or Clarivate Applications (as relevant) and the licence for the API or Clarivate Applications (as relevant) shall automatically terminate. The limited remedy set forth in this paragraph 6.2 shall be Client's sole and exclusive remedy for any breach of the foregoing warranty.

6.3. Notwithstanding the foregoing, Client's use of the API or Clarivate Applications is at its sole risk and Clarivate disclaims all warranties that the API or Clarivate Applications will be fit for any proposed purpose.

7. SUPPORT SERVICES

7.1. Subject to payment of the applicable Fees and during the Term only, Clarivate shall provide a telephone number for the Developers to call for all purposes regarding the support of the API and/or Clarivate Applications (but not any Client Applications) during Clarivate's standard support hours, as set out in the Cover Sheet. Client may also report problems after hours via e-mail at the email address set out in the Cover Sheet (provided, however, that no e-mail shall be deemed "received" by Clarivate until Clarivate has notified Client that such e-mail has been received).

7.2. During the Term only, Clarivate may provide or make available to Client such Updates and Upgrades as it makes generally available to similar customers. Notwithstanding the foregoing, Clarivate shall be under no obligation to provide any Updates and/or Upgrades. Clarivate shall notify Client in writing (including by email) or post notices on its support website when applicable Updates and Upgrades are available for use by Client.



8. CONDITIONS FOR RECEIVING SUPPORT SERVICES

- 8.1. Clarivate shall not be responsible pursuant to the Agreement for maintaining, repairing or replacing any hardware (including any servers or any web servers) or any software (including the Client Applications) other than the API and Clarivate Applications.
- 8.2. The Support Services or the remedial work set out in paragraph 6.2 above do not include work in respect of, and Clarivate shall not be liable for any Fault or any breach of warranty:
 - 8.2.1. resulting from any modification of the API or Clarivate Applications other than by Clarivate or its sub-contractors without Clarivate's prior written approval; or
 - 8.2.2. in any version of the API or Clarivate Applications other than the current release;
 - 8.2.3. resulting from use of the API or Clarivate Applications contrary to Clarivate's stated operating instructions, whether in the Documentation or otherwise including use of the API or Clarivate Applications in connection with hardware, software or systems with which the API or Clarivate Applications was not intended to operate;
 - 8.2.4. resulting from any fault in or incorrect operation of any hardware, software (including Client Application(s)), or telecommunications equipment not operated by Clarivate;

8.2.5. resulting from the failure of Client (or the applicable Developer) to apply any Update or Upgrade provided by Clarivate or other failure to co-operate with Clarivate's reasonable instructions; or

8.2.6. resulting from or prolonged by Client's failure to allow Clarivate access to any relevant premises for the purposes of carrying out such Fault resolution.

- 8.3. In the event that any Fault falls within one or more of paragraphs 8.1 or 8.2, Clarivate may, at its discretion, carry out any necessary work at Client's written request and shall be entitled to charge Client for such work at its then standard charges.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. Clarivate acknowledges that all Intellectual Property Rights in any Client Applications will be owned by Client or its Third Party Suppliers. Notwithstanding the foregoing, Client acknowledges that Clarivate may be engaged in the research, development, production, marketing, licensing and/or sale of its own Clarivate Applications for the API which may be similar to Client Application(s) developed by Client. Clarivate Applications may display the same or similar functionality. Nothing in this Agreement shall be construed to prevent Clarivate from engaging independently in such activities, provided it does not use the Client Application source code in order to do so.



KNOWLEDGE PROCESSING SCHEDULE

TERMS AND CONDITIONS APPLICABLE TO KNOWLEDGE PROCESSING PARTNERS

The terms of this Knowledge Processing Schedule apply to all Content and Content Services specified on the Cover Sheet as being provided to KPP, in addition to the General Terms and Conditions, and the Content Services Schedule. In the event of a conflict between the terms of the Agreement, including the Content Services Schedule and this Knowledge Processing Schedule, the terms of the latter shall govern with respect to any KPP.

1. DEFINITIONS

- 1.1. In this Knowledge Processing Schedule, the following capitalized terms have the following meanings:

"Authorized Channel" means the method and form set forth in the Cover Sheet by which KPP is authorized to disseminate the Work Product to KPP Customers;

"KPP" means a knowledge-processing partner and is used in this Agreement interchangeably with the term "Client". The term KPP is used in those circumstances where Client wishes to obtain extended use rights to the Content to create Work Products and sell, license or otherwise provide such Work Products to KPP Customers via the Authorized Channel. When designated as a KPP in the Cover Sheet, Client is subject to the terms of this Knowledge Processing Schedule;

"KPP Customers" means the end users set forth on the Cover Sheet who purchase, license or otherwise receive the Work Product from KPP via the Authorized Channel;

"KPP Modifications" shall have the meaning set forth in Clause 7.1 below;

"Processed Data" means the output of Data Processing, including any derivative database;

"Processing" or "Data Processing" means downloading, retrieving or extracting data out of data sources within the Content and Content Services for further storage, analysis or inclusion in Work Product;

"Search Cap" to the extent applicable, means the limit set forth in the Cover Sheet on either repetitive scanning of information from the Content or on one-time non-recurring searches or queries, in all or parts of the Content; and

"Work Product" means work product created by KPP (e.g. reports), resulting from KPP's use or analysis of Content, whether alone or in conjunction with KPP's or third parties' data, that KPP sells, licenses or otherwise provides to KPP Customers.

2. RIGHTS OF USE

- 2.1. Subject to KPP's compliance with the terms and conditions of this Agreement, KPP is granted a limited, non-exclusive, non-transferable, non-sublicensable right and license during the Term to use the Content and perform Data Processing to create Work Products and to sell, license or otherwise provide such Work Products to KPP Customers for their internal use through Authorized Channels.
- 2.2. Except as otherwise expressly provided in the Cover Sheet, the Term of the license granted hereunder shall not exceed twelve (12) calendar months. Such license may be renewed only upon the execution of a new Cover Sheet with respect to the Content. Clarivate will notify KPP at least sixty (60) days' prior to the expiration of the license of any change in the terms or pricing.

3. RESTRICTIONS ON USE

- 3.1. Except as expressly permitted hereunder, or otherwise authorized in writing by Clarivate, when creating a Work Product KPP may engage in Data Processing utilizing only those Content Services and any other tools and analytics originating in or provided by Clarivate. KPP shall refrain from Processing Content via any proprietary or third party tools or analytics or in any other manner whatsoever now known or hereafter devised, and whether by human or machine.
- 3.2. KPP's right to generate and use Processed Data is limited solely to the extent such Processed Data underlies the Work Product and is incorporated therein. For clarification, KPP may not offer, sell, license or otherwise provide the Content or Processed Data on a stand-alone basis. Without limiting the foregoing, and for the avoidance of doubt, KPP is expressly prohibited from reproducing, selling, licensing or otherwise providing or using the Content or Processed Data for any other purposes and in any other manner than that expressly set forth hereunder.
- 3.3. If the nature of the Work Product or Authorized Channel materially changes, including if the Work Product or Authorized Channel merge, are combined with or linked to another service or product, KPP shall provide Clarivate with at least ninety (90) days' prior written notice and seek Clarivate's written consent to use Content in connection with such modified Work Product or Authorized Channel. Clarivate shall have the right to terminate this Agreement or to prohibit the use of Content via such modified Work Product or Authorized Channel, in which case KPP shall be entitled to a pro-rata refund of any prepaid unused fees, if any.

4. FEES

- 4.1. To the extent the calculation of the Fees is based on or takes into account a Search Cap, the initial Fees set forth in the Cover Sheet include the "Level 1 Search Cap Fees". In the event KPP exceeds the Search Cap associated with the "Level 1 Search Cap Fees" during any three (3) consecutive months, and to reflect such extensive usage of the Content by KPP, the Fees shall automatically increase at the end of such period to include the additional "Level 2 Search Cap Fees" set forth in the Cover Sheet. The "Level 2 Search Cap Fees" shall remain in effect throughout the end of the Term, except that if KPP exceeds the Search Cap associated with the "Level 2 Search Cap Fees" during any three (3) consecutive months, and to reflect such extensive usage of the Content by KPP, the Fees shall automatically increase at the end of such period to include the additional "Level 3 Search Cap Fees" set forth in the Cover Sheet. The "Level 3 Search Cap Fees" shall remain in effect throughout the end of the Term. Clarivate will provide notification to KPP via email, at the end of each month during which the Search Cap was exceeded. Clarivate will indicate in such notice whether this is a repeated instance of exceeding the Search Cap.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. All right, title and interest, including all Intellectual Property Rights in the Work Product and Authorized Channel (except for the underlying Content and Content Services), are owned and shall remain the property of KPP, and Clarivate is not by reason of this Agreement acquiring any rights therein, other than as expressly provided in this Agreement.
- 5.2. KPP recognizes that Clarivate may be engaged in the research, development, production, marketing, licensing and/or sale of similar services or products to the Work Products or Authorized Channels. These services or products may be competitive with those of KPP and may display the same or similar functionality to those of the Work Products or Authorized Channels. Nothing in this Agreement shall be construed to prevent Clarivate from



engaging independently in such activities, provided it does not use the Confidential Information of KPP in order to do so. KPP will not assert any claims against Clarivate based on any Work Product or Authorized Channel or any components thereof in an attempt to prevent Clarivate from independently creating similar or same Work Product or Authorized Channel. If KPP asserts such claims against Clarivate or otherwise tries to prevent Clarivate from independently creating similar or same Work Product or Authorized Channel, then in addition to all other rights and remedies available to Clarivate at law or in equity, Clarivate shall have the right to immediately terminate this Agreement.

6. ATTRIBUTION

- 6.1. The Work Product shall include the following notice: "Certain data included herein are derived from the © [specified product name] (date) of Clarivate Analytics. All rights reserved. No part of these materials may be reproduced, stored in a retrieval system or transmitted in any form or by any means, including electronic, mechanical, photographic, magnetic or other means without the express permission of <<KPP>>."

7. KPP REPRESENTATION & WARRANTY

- 7.1. KPP represents and warrants that (i) the Work Products and Authorized Channels (other than the underlying Content in the format and manner delivered to KPP by Clarivate) and any use thereof, and (ii) any modifications to the Content (including introduction of errors or omissions) or the Processing thereof (collectively "**KPP Modifications**"), will not infringe upon, or otherwise violate any Intellectual Property Rights.

8. KPP INDEMNITY

- 8.1. In addition to any other indemnification obligations under this Agreement, KPP shall defend, indemnify and hold Clarivate, its Affiliates and Third Party Suppliers harmless from and against any claim against it or them arising out of or in connection with the (i) Processed Data, Work Products, Authorized Channels or KPP Modifications, or (ii) KPP's business.

9. SURVIVAL OF TERMS

- 9.1. Clauses 5, 6, 7 and 8 shall survive termination or expiry of this Agreement or the applicable Content or Content Service.