

# PRODUCT / SERVICE TERMS

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

## AUTHOR CONNECT

- 1. License.** You may use the author information we provide to you only for the purposes expressly stated on the order form. You must not communicate with any author other than via email, or provide any of the author information to any third party.
- 2. Service Provider.** You must use the designated service bureau to test and deploy the marketing campaigns set up using the service.

- 3. Indemnity.** We will indemnify you against damages you incur as a result of any third party claim arising out of or in connection with our failure to ensure any author has consented to being contacted via email for marketing purposes. Our aggregate liability arising out of or in connection with the indemnity in this clause shall not exceed an amount equal to the total amount of fees paid or payable by you during the term as at the date the claim arises.

## CMR PROGRAMS

- 1. Professional Service.** The program is a professional service. You will provide accurate and complete information in the timeframe and format reasonably requested by us in order to provide the program. The delivery method and milestone dates for the deliverables are set out in your ordering document. We will provide the deliverables to you within a reasonable period following the milestone dates. If delivery is provided online, we will provide you with a URL and login details for use by your authorized employees. Deliverables are deemed accepted on delivery.
- 2. Intellectual Property.** (a) **Your Data.** You own your data in the form provided to us, which you perpetually license to us to use solely as required for the program stated on your order form, including anonymously incorporating it within the data we create and own. (b) **Our Data.** You may not (i) use our data for any medical diagnosis or treatment purpose; or (ii) use our data to create any index that will be used as a tradable instrument in the nature of a security. (c) **Our Use.** Except to the program participants, we will not publish data we create within the program for at least 12 months after we provide it to you. We may freely distribute data after that 12 month period. (d) **Your Use.** You will not publish or distribute data we create or provide

within the program for at least 12 months after we provide it to you. After those 12 months you may on an ad hoc basis, distribute limited extracts of our data that have no independent commercial value and could not be used as a substitute for any service (or a substantial part of it) provided by us, our affiliates or third party providers. You may also distribute our data i) to government and regulatory authorities investigating you, if specifically requested; and ii) to persons acting on your behalf, to the extent required to advise you, provided they are not competitors of Clarivate and are subject to confidentiality obligations. You may not otherwise publish our data without our prior written consent. (e) **Attribution.** As reasonably required for these purposes, you may quote and excerpt our data in your work, provided you appropriately cite and credit CMR as the source.

- 3. Privacy.** You must not provide any data to us which contains personally identifiable information.
- 4. Termination.** You may exit the program before the end of the term (i) if we agree in writing that the program will remain viable; and (ii) on payment to us of all charges that would have been payable to the end of the term.

## COMPUMARK

For all CompuMark Products and Services

- 1. License.** If you are an attorney or law firm, internal business purposes includes your use of our products and services for the benefit of your clients.
- 2. Charges.** Our transactional charges are published in the product, rate or tariff guide applicable to your jurisdiction and may change at any time. You are responsible for all charges incurred by your affiliates, agents and representatives.
- 3. Products and Services Categories.** For ease of reference, the CompuMark products and services are categorized as follows:
  - (a) Information Services:** SAEGIS and SERION platforms
  - (b) Professional Services:** Offline Searches (e.g. Full / Availability Searches, Watch Services, Company Name Searches, Copyright Searches, and Custom Solutions).
- 4. No Legal Services.** We are not a law firm and do not provide legal services. It is your responsibility to engage an attorney and to understand the terms that control that separate engagement.

- 5. Legal Counsel.** If requested and only to the extent permitted by applicable law, we may introduce you to local legal counsel in overseas jurisdictions.
  - (a) No Endorsement.** We do not endorse or guarantee the work product of any counsel and are not liable for the services provided by/in connection with your legal counsel.
  - (b) Conflicts.** Counsel you engage may undertake a conflict of interests check. If there is a conflict you may need to engage other counsel in that jurisdiction.
  - (c) Use of Counsel.** By ordering legal opinions, risk assessments, trademark filing, domain recovery services or other services from us which by their nature require a legal professional (i) you authorize us to liaise with your legal counsel and to share relevant confidential information; (ii) questions arising from these services should be discussed directly with your legal counsel and not with us, as it is your responsibility to maintain your attorney-client privilege; (iii) attorney-client privilege may not extend to communications between us and your legal counsel; (iv) we may be compelled by a legal or regulatory authority to disclose information which may have otherwise been



protected by your attorney-client privilege; and (v) these services are governed by the terms controlling your engagement of legal counsel.

### For Watch Portfolio subscription

**1. Changes to Charges.** We may change the charges for our watch services with effect from the start of each renewal term by giving you at least 45 days' written notice.

### For Trademark Clearinghouse

**1. Authorization.** We and the Trademark Clearinghouse (TMCH) may use submitted trademark records and other supporting data on your behalf as required for the TMCH services (described at <http://www.trademark-clearinghouse.com/>) until the trademark record is deactivated or otherwise terminated.

## CONVERIS

**1. License.** You may upload content relating to your faculty members, staff and students, and your affiliated researchers. Your content may consist of personal data and information about the individuals' service, teaching and research activities, and may be extracted from (i) your internal systems and repositories; (ii) our proprietary data sources; or (iii) publicly available data sources. Each of your users may also submit content to the extent it pertains to that user or another user that has authorized its submission.

## CORTELLIS API

**1. Standard API License. (a) Service.** Use of the service delivered via the API under this Base API License is subject to the usage rights and restrictions set out in the agreement.

**(b) License.** You may use the API to access the service to extract, maintain, display and use data or to perform specific numerical or statistical analyses to produce reports for the number of end users defined on the order form within your own company for internal business purposes. Results of analyses must not be disclosed to any other person by any means whatsoever, save to the extent expressly permitted in the agreement.

**(c) Limitations.** Use of the API is limited to 3,000 calls per minute for the permitted users of the API. Downloading of unlimited amounts of data is prohibited. You must inform and secure approval from us in order to share API access with any third parties, and such third parties may be required to enter into an agreement with us directly in order to access the API.

**(d) Reporting.** You will report to us any change in the number of users accessing the API underlying data or in API usage outside of the scope of your current API license.

You are not entitled to automatically download, text mine or index Content. Additional fees may be payable following a reported increase in the number of users (defined as any individual accessing content from the API(s) either directly or indirectly) or change in usage. License rights continue until the end of the term

## INCITES

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

**6. Governing Law and Jurisdiction.** Unless stated otherwise in the Order Form, the governing law / jurisdiction shall be US Law (State of Delaware) / State of Delaware.

**2. No Transfer.** We will not transfer your trademark record to another trademark agent or third party without your prior written consent.

**3. Trademark Owner.** If you are not the trademark owner, you must provide us with, a TMCH Services Authorization Form executed by each trademark owner prior to submitting any documentation relating to that trademark owner to us.

**2. Content Upload.** You must upload content in accordance with our standard policies, formats and applicable specifications in effect from time to time.

**3. Our Use.** We may use content authorized by you or marked public to create derivative works and metrics for incorporation into the software or other products and services.

**4. Data Export.** You must export your content from our hosted software prior to the effective termination date.

of the service. Our API keys must not be: (i) shared in any way; or (ii) used to create products or services detrimental to us, our affiliates or third party providers. You must demonstrate interfaced systems if reasonably requested by us.

End User is defined as anyone who views the data, or output based on the data, through a display or report or uses the data for performing numerical or statistical analyses or producing reports.

**2. Advanced API License. (a) Service.** Use of the service delivered via the API under this Advanced API License is subject to the usage rights and restrictions set out in the Standard API License and the following additional usage rights and restrictions.

**(b) License.** You may download unrestricted data volumes and text or data mine data elements derived from the service delivered via the API for your own internal, non-commercial business purposes. You must not distribute, sublicense or otherwise disclose to any third party any portion of the service or any derivative works, save to the extent expressly permitted in the agreement.

Should the number of End Users increase within the term of the agreement, you will inform use and accept any price review in line with this access for the remainder of the current term.

**(b) Extracts.** You may include limited extracts of our data that have no independent commercial value and could not be used as a substitute for any service (or a substantial part of it) provided by us, our affiliates or third party providers, in internal documents

and systems that are your property, provided that you do not create a searchable database.

**(c) Distribution.** You may distribute limited extracts of our data that have no independent commercial value and could not be used as a substitute for any service (or a substantial part of it) provided by us, our affiliates or third party providers, to third parties as incidental samples for illustrative or demonstration purposes only.

**(d) Your Materials.** Article metadata and metrics relating to materials authored by your faculty, students or affiliated

## JOURNAL CITATION REPORTS

**1. License.** In the ordinary course of your business you may view, use, download, and print *Journal Citation Reports* data as required for the activities you carry out individually or as part of your employment, and you may include insubstantial portions of extracted *Journal Citation Reports* data in your work documents and reports so long as such documents or reports (i) are for the benefit of (and belong to) your organization, and (ii) have no independent commercial value and could not be used as a substitute for any service (or a substantial part of it) provided by us, our affiliates or third party providers.

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

Wholesale sharing / distribution of *Journal Citation Reports* data or using downloaded *Journal Citation Reports* data to create a derivative database, product, or metrics other than as permitted by these Terms is strictly prohibited.

**3. Attribution.** If you quote or excerpt *Journal Citation Reports* data as expressly permitted above, you must appropriately cite and credit the *Journal Citation Reports* and/or *Journal Impact Factor* source as Clarivate Analytics products. For example, "2016 *Journal Citation Reports* (Clarivate Analytics, 2017)."

Use of the *Journal Citation Reports* and *Journal Impact Factor* trademarks is permitted only to the extent necessary to communicate your inclusion in the *Journal Citation Reports*. Your use of the *Journal Citation Reports* and *Journal Impact Factor*

## KNOWLEDGE PROCESSING PARTNERS

**1. Knowledge Processing. (a) License.** As specified on the order form, you may download, retrieve and extract our data to create and provide work products to your customers for their internal use through the authorized channel.

**(b) Attribution.** Each work product must 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 <<Client>>."

**(c) Processing Tools.** Except to the extent expressly permitted in writing by us, when creating a work product you may process our data utilizing only those services and other tools and analytics originating in or provided by us and not via any proprietary or third party tools or analytics or in any other manner whatsoever.

**(d) Limited Use.** You may generate and use processed data only to the extent that processed data underlies and is

researchers, and your demographic and financial information, may be (i) downloaded to and maintained within an internal system that can be accessed and viewed only by your faculty, students and affiliated researchers; and (ii) incorporated into internal reports that are your property.

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

trademarks shall not falsely suggest an affiliation, sponsorship, or endorsement with Clarivate Analytics or its products or services.

**For researchers in bibliometrics only:** We understand that *Journal Citation Reports*, *Journal Impact Factor* and underlying Clarivate data may be a resource for researchers in bibliometrics. If your intended use is not covered by these Terms, please send a written request outlining the specific material involved, the approximate number of copies you wish to distribute and the purpose and format of use to our Copyright Office at <https://clarivate.com/legal/copyright/>.

**For journal editors and publishers only:** If your organization's work is listed in *Journal Citation Reports*, the following additional rights and guidelines apply:

Please feel free to utilize the *Journal Impact Factor* badge sent to you (or please contact Clarivate Publisher Relations to obtain a badge at [publisher.relations@clarivate.com](mailto:publisher.relations@clarivate.com)) to display on your webpage showing that you are listed in *Journal Citation Reports*.

Review the [Promotion Guidelines](#) for promotional language and an explanation of the process by which journals are selected for *Web of Science* indexing and listed in *Journal Citation Reports*. You can also communicate your new *Journal Impact Factor* directly to researchers through the newly expanded [Web of Science Author Connect](#) list services.

These terms apply to all uses of *Journal Citation Reports*, regardless of your product package or how you subscribed to *Journal Citation Reports*.

incorporated into the work product. You must not offer, sell, license or otherwise provide our data or the processed data on a stand-alone basis or reproduce, sell, license or otherwise provide or use our data or the processed data for any purposes or in any manner not expressly specified in the agreement.

**(e) Changes.** 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, you must give us at least 90 days' written notice and seek our prior written consent to use our data in connection with the modified work product or authorized channel. We may terminate the agreement or prohibit your use of our data via the modified work product or authorized channel, in which case we will pro-rata refund any prepaid unused fees.

**(f) Term.** Unless otherwise expressly specified in the order form, this license automatically expires after 12 months and can be renewed only by agreement of a new order form with respect to the data.



**2. Charges. (a) Increases.** Charges based on search caps automatically increase to reflect your usage during any 3 consecutive months. Subject to any further increase based on your usage, increased charges then apply for the remainder of the term.

**(b) Notices.** We will notify you via email at the end of each month in which you exceed your currently applicable search cap, specifying if it is a repeated instance of excess use.

**3. Proprietary Rights and Obligations. (a) Ownership.** All right, title and interest, including all intellectual property rights in the work product and authorized channel (except for the underlying data and information services), are owned by you and remain your property, and we shall not acquire any rights therein, other than as expressly provided in the agreement.

**(b) No Exclusivity.** We may engage in the research, development, production, marketing, licensing and/or sale of similar services or products to the work product or authorized channel, which may be competitive with the work products or authorized channels and display the same or similar functionality. Nothing in the agreement prevents us from engaging independently in these activities, provided we do not use your confidential information in doing so. You will not assert any

claims against us based on any work product or authorized channel or any components thereof in an attempt to prevent us from independently creating similar or same work product or authorized channel. If you do assert these claims or otherwise try to prevent us from independently creating similar or same work product or authorized channel, then in addition to all other rights and remedies available to us at law or in equity, we may immediately terminate the agreement.

**(c) Representation and Warranty.** You represent and warrant that (i) the work products and authorized channels (other than the underlying data in the format and manner delivered to you by us) and any use thereof; and (ii) your modifications to or processing of our data, will not infringe upon, or otherwise violate any intellectual property rights.

**(d) Indemnity.** You must defend, indemnify and hold us, our affiliates and third party providers harmless from and against any claim arising out of or in connection with your processed data, work products, authorized channels, modifications to or processing of our data, or your business.

**(e) Survival.** This clause survives termination or expiry of the agreement or the applicable data or information service.

## MARKMONITOR

The MarkMonitor Product Terms apply to the MarkMonitor Professional Services as set forth herein.

### For MarkMonitor Anti-Piracy Services

**1. Ownership.** You own all data you provide to us and all data gathered by us on your behalf. We will process and use your data solely to perform the services in accordance with the agreement.

**2. Client Indemnity.** You must defend, indemnify and hold harmless us and our subsidiaries, affiliates, successors, assigns, licensees, directors, officers, employees and agents against any claim arising in connection with any enforcement option you

request under this agreement, unless caused by our negligence or willful misconduct. We will promptly notify you of the claim and you will control the defense of the claim, provided however, that you may not settle the claim without our prior written consent unless the settlement fully releases us and our subsidiaries, affiliates, successors, assigns, licensees, directors, officers, employees and agents.

### For MarkMonitor Brand Protection SaaS

**1. License.** The service may be used only for internet security and/or protection against fraudulent infringement and must not be used in connection with any marketing related activities.

**2. Client Indemnity.** You must defend, indemnify and hold harmless us and our subsidiaries, affiliates, successors, assigns, licensees, directors, officers, employees and agents against any claim arising in connection with any enforcement

option you request under this agreement, unless caused by our negligence or willful misconduct. We will promptly notify you of the claim and you will control the defense of the claim, provided however, that you may not settle the claim without our prior written consent unless the settlement fully releases us and our subsidiaries, affiliates, successors, assigns, licensees, directors, officers, employees and agents.

### For MarkMonitor Brandcasting, Fraudcasting, Anti-Phishing Services

**1. Data Use.** Your data will be used by us and brandcast and fraudcast recipients only as reasonably required to implement technologies and services that, among other things, provide URL, domain and IP reputation ratings to identify illegal, phishing or fraudulent URLs

**2. Errors.** If we believe your data is inaccurate, you must promptly review and rectify or remove the data, as necessary. We may immediately suspend delivery of any data in the event of a claim, dispute or suspected inaccuracy.

**3. Disputes.** We will promptly notify you if we receive any claim or dispute relating to you. You must promptly, professionally and in accordance with industry practice, investigate, cooperate with and participate in the resolution of any claims or disputes relating to you, as reasonably requested, including

ensuring that the complainant receives a prompt response (usually within 1 business day).

**4. Client Warranty.** You warrant and represent the accuracy of all data you provide to us.

**5. Client Indemnity.** You must indemnify and hold harmless us, each brandcast and fraudcast recipient and each of our respective subsidiaries, affiliates, successors, assigns, licensees, directors, officers, employees and agents, against any claim arising in connection with the data you provide to us.

**6. Disclaimers. WE DO NOT ANALYSE ANY DATA YOU PROVIDE TO US OR WARRANT THAT ANY THIRD PARTIES WILL UTILIZE ANY DATA WE PROVIDE TO THEM AND WE ACCEPT NO LIABILITY IN RESPECT OF THESE MATTERS.**

### For MarkMonitor Domain Services

**1. Registration and Usage Information.** We may use your registration and usage information within our business and may make that information publicly available or directly available to third parties, for inspection or for other purposes as required or permitted by applicable laws, but not for marketing purposes, except for our product-related uses.

**2. Personal Data.** If we collect any personally identifiable information (PII) for any reason other than ICANN or Registry WHOIS requirements, we will inform you (i) why the information is being collected; (ii) the intended recipients of the information; (iii) which information is required and which is voluntary; and (iv) how you can access or rectify any of the PII held about you.

**3. Fees. (a) Changes.** We may change the charges at any time upon notice to you to reflect changes to applicable registry costs.

**(b) Refunds.** You will not be credited or refunded for any (i) fraudulent or bad faith registration; (ii) loss of a domain dispute via ICAAN's Uniform Domain Name Dispute Resolution Policy or legal action taken by a third party; or (iii) reversal decision by a registry.

**(c) Non-Payment.** If you do not pay our undisputed charges and related costs and expenses within 30 days of notice of non-payment from us, each affected domain registration and all associated legal rights will be transferred to us.

**4. Mandatory Changes.** We may suspend, cancel, reverse, transfer, modify or disclose registrations (i) pursuant to any applicable laws, rules, regulations or policies; (ii) to correct registration mistakes by us or the registry operator; (iii) to resolve or avoid disputes concerning registered domain names; or (iv) if you do not remedy your material breach of the agreement within 30 days after receiving our written notice to do so.

**5. Client Warranties.** You warrant and represent that (i) you will promptly provide the information we reasonably require to perform the services; (ii) that all information you provide to us will at all times be current, complete and accurate; (iii) following your instructions will not infringe or violate any third party rights; (iv) when requesting a domain name transfer, you either own the domain name or have the owner's consent to the transfer; (v) you have the proper authority to bind any third party on whose behalf you are using the service to all the terms and conditions of the agreement and ICANN's Uniform Domain Name Dispute Resolution Policy and have received their express consent to all those terms and conditions; and (vi) you will at all times comply with the applicable rules and regulations of the domain name registry operators.

**6. Client Indemnity.** You must defend, indemnify and hold harmless us, our affiliates and third party providers and each of our respective subsidiaries, affiliates, successors, assigns, licensees, directors, officers, employees and agents, against third party claims arising out of the registration, transfer and/or use of each domain name by you or on your behalf.

**7. Disclaimers. (a) Third Parties.** We accept no liability for the acts or omissions of registry operators or third party registrars.

**(b) No Guarantee.** We do not guarantee you will be able to register, transfer or renew any particular domain name.

**(c) Ownership.** We may process transfer requests without requiring proof of ownership and accept no liability in respect thereof.

**(d) Termination.** We are not responsible for your domain names after termination of the services.

**(e) Registry Operators.** Registry operators accept no liability to you in connection with domain name registration.

**8. Disputes. (a) Disputes Policies.** You are bound by ICANN's Uniform Domain Name Dispute Resolution Policy, (<http://www.icann.org/dndr/udrp/policy.htm>), as amended from time to time, and any domain name dispute policies that may be adopted at any time by any registry.

**(b) Jurisdiction.** Disputes concerning or arising from use of your domain names registered with us may be submitted to the jurisdiction of the courts (i) of your domicile; or (ii) to any jurisdiction where we are located (currently, Boise, Idaho, San Francisco, California and London, United Kingdom).

**9. ICANN Accreditation.** Under the ICANN Registrar Accreditation Agreement (RAA), we are required to pass certain terms through to you and section 3.7.7 of the RAA (<https://www.icann.org/resources/pages/approved-with-specs-2013-09-17-en#raa>) takes priority to the extent of any conflict with the agreement.

**10. Premium DNS Services Provided Through Dynamic Network Services, Inc.** MarkMonitor provides Premium DNS ("PDNS") services to its customers through Dynamic Network Services, Inc. ("Dyn") whereby assigned portions of the DNS Nameserver infrastructure respond to DNS inquiries. This service may only be used for your internal business purposes and you may not resell or otherwise permit access to the services to anyone other than your authorized employees, agents or representatives, as to whose use of such services in compliance with these requirements shall be your sole responsibility.

You represent that you will have the right to use any data which you upload or otherwise supply to Dyn or MarkMonitor in connection with the services, and that all information and data you provide will be accurate and updated on a timely basis.

You will retain ownership of all such data, but Dyn is permitted to use that data for any purpose necessary to provide the services. Any data produced by Dyn in connection with the services shall be owned by Dyn and may be used by Dyn for any purpose solely on an aggregated and anonymized basis. THE PDNS SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS BY DYN AND NEITHER DYN NOR MARKMONITOR (NOR THEIR EMPLOYEES OR AFFILIATES) MAKES ANY WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE SERVICES OR THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICES, INCLUDING ANY WARRANTY OR GUARANTEE THAT THE SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR FREE. EXCEPT TO THE EXTENT REQUIRED BY LAW, DYN DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

You and each of your authorized users of the PDNS services must comply with Dyn's Acceptable Use Policy set forth below ("AUP"), which Dyn may enforce directly against you as a third party beneficiary of such policy. ANY FAILURE BY YOU OR YOUR USERS OF THE SERVICES TO COMPLY WITH THE AUP WILL RESULT IN THE SUSPENSION AND/OR TERMINATION OF THE SERVICES.



DYN IS REQUIRED TO INDEMNIFY YOU TO THE EXTENT OF ANY LOSSES FROM THIRD PARTY CLAIMS THAT YOUR USE OF DYN'S SERVICES INFRINGES SUCH THIRD PARTY'S RIGHTS. NOTWITHSTANDING ANY PROVISIONS IN YOUR AGREEMENT WITH MARKMONITOR TO THE CONTRARY, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE BY DYN TO PROPERLY PERFORM THE SERVICES WILL BE THE SERVICE CREDITS DESCRIBED BELOW.

Dyn is bound by confidentiality obligations protecting your confidential information in a manner which is consistent with the existing confidentiality obligations in our agreement. The PDNS services can be altered or discontinued by Dyn at its sole discretion upon 120 days' prior written notice to you. In any event, however, you always have the right to terminate all or any portion of the services for any reason upon at least thirty (30) days' prior written notice.

During your service period, Dyn is obligated to provide access to the nameserver infrastructure controlled or deployed by Dyn in connection with your PDNS services ("*Nameserver Infrastructure*"). The Nameserver Infrastructure does not include any application protocol interfaces, zone transfer mechanisms, update systems, and other customer-accessible data access or manipulation methods (collectively, "*Peripheral Infrastructure*") provided by Dyn in connection with the PDNS services. Any failure by Dyn to provide the services for periods which exceed the Outage periods defined below ("*Outages*") will result in the issuance of a credit to you ("*Service Credit*"), which will be your sole remedy for any such Outages. Any Service Credits will be applied to the month following issuance, or, where your services are terminating, will be applied to extend your service period for an additional period equivalent to the fees for such additional period.

Claims for Service Credits must be made by you via email to [customer.service@markmonitor.com](mailto:customer.service@markmonitor.com) as soon as possible after the occurrence of an Outage, but in no event more than three (3) days after the Outage, and must be accompanied by relevant details and supporting documentation. *Claims made more than three (3) days after an Outage will not be eligible for a Service Credit.* MarkMonitor will forward all claims to Dyn, which will have sole discretion over the determination of whether an Outage has occurred.

## Acceptable Use Policy v3.0

Last Modified: November 1, 2015

This Acceptable Use Policy ("AUP") describes the prohibited uses of Dyn's network, systems, and Services. This AUP applies to all Authorized Users of the Services and is incorporated by reference into the applicable Agreement between Client and Dyn. Capitalized terms used herein, but undefined will have the meaning given to such term in the Agreement. The term "You" refers to the individual or legal entity, as applicable, identified as the Client and/or Authorized User when you submitted an Order and registered on Dyn's websites. THIS AUP SHALL APPLY EQUALLY TO CLIENT AND CLIENT'S PERMITTED AUTHORIZED USERS, AND CLIENT SHALL ENSURE ITS PERMITTED AUTHORIZED USERS COMPLY WITH THIS POLICY. IF YOU DO NOT AGREE TO BE BOUND BY THIS AUP OR THE AGREEMENT YOU ARE NOT PERMITTED TO ACCESS OR USE THE

The following constitute an "Outage" for purposes of determining the availability of Service Credits:

The period of time during a customer's service period in which Dyn's Nameserver Infrastructure does not respond to DNS queries for more than fifteen (15) consecutive seconds; and The period of time during which Dyn's Peripheral Infrastructure is unavailable for more than four (4) hours out of any thirty (30) day period in which customer's services are provided.

*Provided, however,* that any error, delay, downtime or unavailability of the PDNS services resulting from the following ("*Exclusions*") will be excluded from the determination of any Outage: (i) any suspension or termination of the services pursuant to the PDNS service requirements, your agreement with MarkMonitor, or MarkMonitor's agreement with Dyn; (ii) any actions or inactions by you or a third party; (iii) any failure to comply with any usage limits applicable to the services; (iv) any inaccurate or insufficient information or configurations provided or set by you or your authorized users; (v) the failure to use all four (4) DNS nameserver hostnames provided by Dyn; (vi) any misuse of the services; (vii) any errors, delays, downtime or unavailability from your or a third party's equipment, application programming, software, systems or networks; (viii) any network unavailability outside the Nameserver Infrastructure or the Peripheral Infrastructure; (ix) malicious acts by a third party against you, MarkMonitor, their respective agents or suppliers; (x) any scheduled maintenance or emergency maintenance by Dyn; (xi) acts of terrorism, cyber terrorism, or God, or any other event of force majeure; or (xii) any other event outside Dyn's reasonable control. Non-refundable service fees for the PDNS services will be invoiced to you monthly based upon your actual usage at a rate of Twenty-Five Dollars (\$25.00) per million queries per month, rounded to the nearest whole million. There are no extra fees for zones or records, both of which are unlimited to you. Additional service add-ons which are offered by MarkMonitor may be provided at your request for additional applicable monthly fees. All fees are subject to applicable sales taxes, which will be your sole responsibility without any deduction from or offset against the service fees.

## SERVICES.

**1. No Infringing, Illegal, Threatening, Defamatory, and Offensive Uses.** You shall not use the Services to violate any applicable laws, rules, or regulations issued or promulgated by any competent government authority. Without limiting the foregoing, You shall not use the Services for, or in connection with, the following: (a) theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property or proprietary information; (b) fraud, forgery, or theft or misappropriation of funds, credit cards, or personal information; (c) export, re-export, or transfer of restricted software, algorithms, or other data in violation of applicable export control laws; (d) deceptive practices such as posing as another service for the purposes of phishing or pharming; (e) distributing any materials of a threatening or harmful nature, including, without limitation, threats of

death or physical harm, or materials that are malicious, harassing, libelous, defamatory, which harm Dyn's reputation, or which facilitate extortion; or (f) distributing any offensive materials, including, without limitation, materials that are obscene, constitute illegal pornography, indecent, or hateful and materials which promote illegal gambling or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.

**2. Security and Interference.** You shall not use the Services to violate, attempt to violate, or knowingly facilitate the violation of the security or integrity of any network, electronic service, or other system that is accessible through, or in connection with, the Services. You shall not use the Services in a manner that interferes with any other party's ability to use and enjoy the Services, that interferes with Dyn's ability to provide the Services, or that otherwise may create legal liability for Dyn in Dyn's sole discretion. You shall not use the Services to violate the acceptable use policy or terms of service of any other service provider, including, without limitation, any Internet service provider or domain name registry. Without limiting the foregoing, You shall not use the Services for, or in connection with, the following: (a) hacking, cracking into, or otherwise using the non-public areas of the Services or any other system without authorization; (b) unauthorized probes or port scans for vulnerabilities; (c) unauthorized penetration tests, traffic that circumvents authentication systems or other unauthorized attempts to gain entry into any system; (d) web crawling which is not restricted to a rate so as not to impair or otherwise disrupt the servers being crawled; (e) unauthorized network monitoring or packet capture; (f) forged or non-standard protocol headers, such as altering source addresses; (g) flooding; (h) Denial of Service (DoS) attacks of any kind; (j) distributing unauthorized data, malware, viruses, Trojan horses, spyware, worms, or other malicious or harmful code; (k) operating network Services such as: open proxies; open mail relays; or open, recursive domain name servers; (l) use that is beyond commercially reasonable limits and that negatively impacts Dyn's ability to provide the Services; or (m) sharing or publishing content from the Services to cause, or have the consequence of causing, the user of the content to be in violation of the terms and this AUP.

**3. Spam.** You shall not use the Services for purposes of distributing "spam" emails, bulk unsolicited instant messages, or any other form of unsolicited electronic communications distributed on a bulk basis to recipients with which You have no preexisting business or personal relationship. Additionally, You shall not use the Services to collect responses from spam. You shall not harvest, collect, gather, or assemble information or data of users, including, but not limited to, email addresses, without their consent. Without limiting the foregoing, You shall not use the Services for, or in connection with, the following: (a) sending pyramid schemes; (b) sending chain letters; (c) sending any mail in contravention of the CAN SPAM Act of

2003, Canada's Anti-Spam Legislation (CASL), or any other applicable state or federal laws and regulations; (d) to send email to address lists obtained from third-parties, whether such lists were rented, purchased or otherwise obtained; or (e) altering or obscuring email headers or assuming the identity of a sender without the explicit permission of that sender.

**4. Export Control Policy.** Export control and economic sanctions laws in the United States prohibit or restrict unlicensed transactions with certain parties identified in lists published by government agencies. In addition, many countries maintain trade sanctions and embargo programs against specific countries, such that unlicensed transactions involving those embargoed countries are prohibited or restricted. In order to comply with these and other legal requirements, it is Dyn general policy that Dyn does not do business with or otherwise engage with customers in the following geographic areas: Cuba, Iran, North Korea, Syria, Sudan, and the Crimea region of Russia. Additionally, Dyn does not do business with or otherwise engage in or facilitate transactions involving individuals or entities that are subject to sanctions or other applicable trade control restrictions, including, but not limited to, parties listed on the Specially Designated Nationals (SDN) maintained by the U.S. Department of the Treasury. By using the Services You represent and agree that You are not located in a prohibited geographic area nor are You subject to sanctions or applicable trade control restrictions.

**5. Violations.** If You become aware of any violation of this AUP You shall promptly report such violation to Dyn.

**6. Rights and Remedies.** Dyn, in its sole reasonable discretion, will determine whether conduct fails to conform to the terms and conditions of this AUP. If Your conduct fails to conform to the terms and conditions of this AUP in a fashion that negatively impacts Dyn or its systems or networks, or such that continued provision of the Services violates the law, Dyn may immediately suspend the Services and/or any Order. Dyn may further, in its sole discretion, terminate the Services and/or any Order if the conduct giving rise to the suspension is either i) willful or malicious, or ii) if not willful or malicious, not cured within a reasonable period of time after notice of the suspension is provided. Dyn may also intercept, block, or black hole Your data or traffic if Your conduct fails to conform to this AUP. Dyn may cooperate with legal authorities or other appropriate third parties in connection with any investigation of illegal conduct violating this AUP.

**7. Changes to this Policy.** We reserve the right to modify this AUP from time to time. We will post any changes to this AUP on this page and, if the changes are significant, we will provide a more prominent notice, which may include posting notice of such changes on Dyn's home page or designated status page. Your continued use of the Services constitutes an acknowledgement of the terms of the then current AUP and an agreement to follow and be bound by the same.

## METACORE WITH GENOMIC ANALYSIS TOOL

**1. License.** You may incorporate limited extracts of our data that have no independent commercial value and could not be used as a substitute for any service (or a substantial part of it) provided by

us, our affiliates or third party providers, within reports you distribute to your customers.

**2. Data Use.** We will only use the query data you provide to us in accordance with your instructions and to perform our obligations under the agreement.

**(a) Identification.** We will not re-identify any of the donors using that data nor perform or participate in activities designed to re-establish a link between components of the data and the donors.

**(b) Security.** We will employ appropriate administrative, technical and physical security measures to protect that data against any unauthorized loss, use, disclosure, or access.

**(c) Unauthorized Use.** We will report to you any unauthorized use or disclosure of that data of which we become aware.

**3. Warranty.** You represent and warrant that (a) all data you provide to us will be stripped of identifiable information and will be fully de-identified per Health Insurance Portability and Accountability (HIPAA) standards prior to transfer to us; and (b) you have received the informed and explicit consent of individuals from whom the data was obtained, that is sufficient to

## METAMINER CONSORTIUM

**1. Definitions.** “**Project**” means the collaboration by the Members with the intention of developing the Project Results; “**Project Results**” means any new, standalone Product entirely developed during and delivered by us as a direct result of the Project, which may include pathway maps.

**2. Project Results.** **(a)** You must maintain a valid license to MetaCore throughout the Project. Project Results will be available through your MetaCore license. **(b)** Members have exclusive rights to those pathway maps included in Project Results (“Pathway Maps”) for 12 months from the date Project Results are first delivered to any member. Except to members, we will not distribute Pathway Maps during this exclusivity period. **(c)** Notwithstanding clause 2(b), during the exclusivity period we may (i) use Pathway Maps for demonstration purposes with nonmember or freely for our internal purposes; (ii) disclose names and numerical data as well as static, non-interactive images from Pathway Maps; and (iii) freely use and distribute the Project Results (other than Pathway Maps). **(d)** The use and distribution of the Project Results are otherwise subject to your MetaCore license and the terms for Information Services.

**3. Project Management.** **(a) Project Board.** Each member will appoint a scientist to a Project Board to act as the member’s representative and to exercise the member’s right to vote. The Project Board will provide the overall direction of the Project and grants us, or persons engaged by us, responsibility for day-to-day management of the Project, acting where possible in accordance with the Project Plan. **(b) Voting.** Subject to clause 3(c) below, the Project Board will operate by way of secret majority vote. Each member is entitled to vote once in any decision provided the member is current in its obligations with respect to the Project. **(c) Project Plan.** Within 30 days of the start of the Project, the Project Board will create and adopt a work plan and formal milestones (the “Project Plan”) which will be shared with us. The Project Plan can be changed at any

## NETRESULT

**1. Intellectual Property.** The following definitions apply for the purposes of this Agreement: **(a) “NetResult Database”** means the database that we created containing information on the content of numerous internet web sites and compiled and rearranged by us including the Client-specific Database; **(b) “Client-specific Database”** means the database that we created relating specifically to the dataset of infringers of the your rights (and/or of any other entities, as deemed appropriate by us) taken from numerous internet web sites and compiled and

allow (i) the transfer and use of the data for interpretation and research purposes in accordance with the terms of the agreement; and (ii) the transfer of the data outside your and/or the individual’s geographical region.

**4. Privacy.** In respect of data you provide to us, you must defend, indemnify and hold us, our affiliates and third party providers harmless from and against any claim brought by any third party alleging violations of data protection and privacy laws and regulations where we have acted according to the agreement and/or your direction.

**5. Reporting.** You are responsible for reporting to or notifying local or international authorities of the rights and obligations under the agreement.

**6. Retention.** For 5 years after termination, you may retain selected records from our service on your servers, solely to enable you to identify the data searched in producing a report at a particular point in time.

time, by at least two-thirds vote of those members entitled to vote.

**4. Term and Termination.** **(a)** You may terminate membership by providing at least thirty (30) days written notice, which will be effective at the end of the then current year of the Project. You may also withdraw immediately if the members by two-thirds vote agree that the milestones of the Project have not been substantially met. **(b)** We may terminate the Project immediately if, at any time, there are three or fewer active members and will provide you notice of termination as soon as reasonably practicable. We may also terminate your participation immediately if your MetaCore license terminates for any reason.

**5. Ownership.** **(a)** All work product developed under the Project by us, individually or with others, is our sole and exclusive property and you hereby assign to us all rights you may have in the work product. We may sell, license, sublicense, use, disclose and distribute throughout the world, without compensation to you, work product developed during the Project, notwithstanding any other term of the Agreement. **(b)** We may host, user or modify any information, presentations, articles, data, software, equipment or other materials, and any logos, trademarks, get-up/look and feel or other branding provided to us by you or on your behalf in connection with the performance of the Project.

**6. Support.** During the term of the Project we will provide you support (during our normal business hours and at our discretion) for the Project Results, so long as you are an active member. Upon your request, we may provide you maintenance services (such as editing pathway maps with new data, annotation of research articles and adding new biomarkers) or other support services for the Project Results at an agreed upon fee.

rearranged by us; and (c) “**NetResult IP**” means the NetResult Database, the Client-specific Database, all reports, presentations, documents written by us and information collated, researched or acquired by us. We assert our copyright and related intellectual property and information rights (including any database rights) in, and therefore its full ownership of, the NetResult IP. In addition, to the extent that NetResult IP has not already entered into the public domain by any legal means, we further assert that NetResult IP is Confidential Information.



**2. Use of NetResult IP.** During the Term, you (including your certain nominated employees, and or certain nominated professional advisors on behalf of you) are authorized to directly access the Client-specific Database through an internet connection, such access to include the right to input, copy, print and extract data/information/analyses etc. from the Client-specific Database solely for the Purpose expressly set out in this Agreement.

**(a) Database Use.** You shall be entitled to use the Client-specific Database and the whole or part of the contents thereof and the NetResult Database and the whole or part of the contents thereof in any issued proceedings as evidence against any third party responsible for unauthorized broadcasts or transmissions of Client Content and any other infringement of the rights in the Client Content. This entitlement shall extend beyond the Term, shall be personal to you and may not be sub-licensed or transferred to any third party. It does not relieve you of any obligation of confidentiality. Prior to the issue of proceedings, we shall make the NetResult Database and the whole or part of the contents thereof available to you to assist it in its preparation of any claim but the parties agree that they shall work together to determine and limit the extent (if any) of disclosure to third parties at this stage bearing in mind our need not to prejudice its ability to effect ongoing detection operations.

**(b) Information Collected.** Within a reasonable timeframe upon the expiry or earlier termination of this Agreement, and following a specific request by you, we shall deliver to you, in an electronic format reasonably designated by you, all information and data related to you collected by us (including all correspondence with websites and internet service providers against which legal action has been contemplated or initiated) which is stored in the Client-specific Database. You shall pay our reasonable costs and other expenses incurred in delivering such information and data to you within 30 days of such delivery and in accordance with the payment provisions hereunder.

Subject to Clause 2(a) Database Use, nothing in this Agreement shall act as a transfer to you of ownership of, or a license or implied license to use beyond the Term, the Client-specific Database, the NetResult Database, the NetResult IP and/or any

## SCHOLARONE

**1. Internal Business Purposes.** Internal business purposes means those publications, meetings and conferences that are listed on the order form.

**2. Usage Information.** You acknowledge that in providing and supporting our products, we will capture certain user data, and you agree that we will be entitled to create and distribute

## SCHOLARONE WEB SERVICES API

**1. License.** API refers to the application programming interface connecting your application of the ScholarOne software with any third party software, including your own. You may use the API to access ScholarOne to extract, ingest, maintain, display and use your content.

**2. Limitations.** (i) we must approve the following in advance: (a) all third party software accessible via the API and (b) the

## TECHSTREET

**1. Terms of Use.** Section 1(g) of the Clarivate Analytics Terms does not apply. All users are subject to the licenses and restrictions set out in the agreement and the Techstreet Operational Materials. References to "Techstreet" in the Techstreet Operational Materials means the Clarivate entity identified in the order form.

information and/or data provided and/or created under this Agreement whether in the form of reports, data, analyses or any other form and whether contained in the Client-specific or NetResult Database or otherwise. For the avoidance of doubt you will be entitled to use the information and data delivered to you under Clause 2(b) Information Collected beyond the Term (but subject always to Clauses 2(c) No Sharing NetResult IP and 2(d) No Sharing NetResult Database) provided such use does not require any ongoing support from us.

You are entitled only to access and use the NetResult IP for the Purpose expressly set out in this Agreement unless agreed otherwise in writing or insofar as is permitted under Clause 2(a).

**(c) No Sharing NetResult IP.** Nothing in this Agreement permits you to make available the NetResult IP or any part thereof to any business offering services competing with our services or to publish the NetResult IP or any part thereof in a way that diminishes the commercial value of the NetResult IP to us.

**(d) No Sharing NetResult Database.** For the avoidance of doubt, our competitors or potential clients are not permitted access to or information copied or extracted from the NetResult Database.

Where we takes steps against any third party to prevent unauthorized use of Client Content then provided such steps have been specifically approved in writing by you (but not otherwise) you shall indemnify us against any damages, liabilities and reasonable adviser's expenses which are imposed on or incurred by us in connection with a claim by that third party against us arising as a result of our taking such steps ("Third Party Claim"), save to the extent that the Third Party Claim arises as result of negligence or default by us (including any failure by us to take steps in the manner or form approved by you). The indemnity under this clause shall be conditional upon: (a) our promptly notifying you of any Third Party Claim; (b) our giving you conduct of the defense to any Third Party Claim and providing reasonable cooperation to you in connection with the same; and (c) our not at any time admitting liability or otherwise attempting to settle the Third Party Claim without your prior written approval.

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.

enquiries per minute to the API; and (ii) you are solely responsible for licenses, consents, approvals and support required from third parties for all third party software accessible via the API.

**3. Support.** We have no obligation to support or update the API unless otherwise agreed in writing.

**2. Limited reproduction.** To the extent necessary to meet a mandatory specification or tender requirement, you may reproduce our data within documentation for external submission to a third party.

**3. Communications.** We may send periodic email communications to users regarding new publications, features, or



services available in the service or regarding other issues which

we deem appropriate to communicate to users.

## WEB OF SCIENCE: CUSTOM DATA SETS

**1. License.** For internal, non-commercial purposes only, you may (i) use the custom dataset for numerical or statistical analyses of data elements derived from the service; (ii) download the custom dataset for use in data analytics and proprietary or third party tools; (iii) use “web crawlers” to extract patterns from the custom dataset; and (iv) create derivative databases consisting of the results of (i) to (iii).

**2. Limitations.** You may not distribute, sublicense or publicize any portion of the custom dataset or derivative databases. If specified on the order form, you may use the custom dataset and the derivative databases only for the designated project.

**3. Ownership.** The custom dataset and all derivative databases are our exclusive property and all rights are reserved.

## WEB OF SCIENCE: PERPETUALLY LICENSED INFORMATION

Within 30 days after termination, you may request delivery of perpetually licensed data in a format determined by us. You may use the perpetually licensed data only in connection with software or systems we have provided or approved in writing. If we provide software to you for the sole purpose of accessing and

viewing the perpetually licensed data (i) you may not use that software for any other purpose; and (ii) we make no warranties, representations or undertakings, and accept no liability, in relation to that software.

## WEB OF SCIENCE: PROFILES

**1. License.** You may upload content relating to your faculty members, staff and students, and your affiliated researchers. Your content may consist of personal data and information about the individuals’ service, teaching and research activities, and may be extracted from (i) your internal systems and repositories; (ii) our proprietary data sources; or (iii) publicly available data sources. Each of your users may also submit content to the extent it pertains to that user or another user that has authorized its submission.

**2. Content Upload.** You must upload content in accordance with our standard policies, formats and applicable specifications in effect from time to time.

**3. Our Use.** We may use content authorized by you or marked public to create derivative works and metrics for incorporation into the software or other products and services, provided it has been fully anonymized.

**4. Post Termination Rights.** Subject to the terms of the agreement, you may export your content from our hosted software within 60 days after termination.

Last updated: October 2017