



ORDER FORM

Order Form Date: July 27, 2023

Clarivate Analytics (UK) Ltd ("Clarivate")
 70 St. Mary A
 Lond
 EC3A 8L
 United Kingdom

This Order Form is subject to the agreement and term referenced below, which outline the terms & conditions under which we will provide you the Products / Services described below.

CLIENT DETAILS

Contracting Entity :	RA SCIENCE COMMITTEE ST ORBELI BROTHERS 22 YEREVAN
Client Address :	0028 Armenia

BILLING INFORMATION

Legal name of the Billing entity	RA MESCS SCIENCE COMM
Bill to Address	ST ORBELI BROTHERS 22 YEREVAN, 0028 Armenia
Billing Contact	Sargis Hayotsyan s.hayotsyan@scs.am

SHIPPING INFORMATION

Legal name of the Shipping entity	RA MESCS SCIENCE COMM
Ship to Address	ST ORBELI BROTHERS 22 YEREVAN, 0028 Armenia
Shipping Contact	Sargis Hayotsyan s.hayotsyan@scs.am

PRODUCTS/SERVICES DETAILS								
Product(s) / Service(s)	Quantity	License Level	License Rights	Term	Frequency of Payment	Year 1 Fees	Year 2 Fees	Year 3 Fees
JOURNAL AND HIGHLY CITED DATA	1	Site	Limited License	Sep 15, 2023- Sep 14, 2026	Quarterly	See Total Fees Below	See Total Fees Below	See Total Fees Below
InCites Benchmarking & Analytics	1	Site	Limited License	Sep 15, 2023- Sep 14, 2026	Quarterly	See Total Fees Below	See Total Fees Below	See Total Fees Below
Web of Science - Science Citation Index Expanded - Subscription	1	Site	Perpetual License	Sep 15, 2023- Sep 14, 2026	Quarterly	See Total Fees Below	See Total Fees Below	See Total Fees Below
Web of Science - Social Sciences Citation Index - Subscription	1	Site	Perpetual License	Sep 15, 2023- Sep 14, 2026	Quarterly	See Total Fees Below	See Total Fees Below	See Total Fees Below
Web of Science - Arts & Humanities Citation Index - Subscription	1	Site	Perpetual License	Sep 15, 2023- Sep 14, 2026	Quarterly	See Total Fees Below	See Total Fees Below	See Total Fees Below
Web of Science - Emerging Sources Citation Index (ESCI) - Subscription	1	Site	Perpetual License	Sep 15, 2023- Sep 14, 2026	Quarterly	See Total Fees Below	See Total Fees Below	See Total Fees Below

Web of Science - Book Citation Index (Science + Social Sciences) - Subscription	1	Site	Limited License	Sep 15, 2023- Sep 14, 2026	Quarterly	See Total Fees Below	See Total Fees Below	See Total Fees Below
Web of Science - MEDLINE - Limited License - Full-file Subscription	1	Site	Limited License	Sep 15, 2023- Sep 14, 2026	Quarterly	See Total Fees Below	See Total Fees Below	See Total Fees Below
Web of Science - SciELO Citation Index - Limited License - Full-file Subscription	1	Site	Limited License	Sep 15, 2023- Sep 14, 2026	Quarterly	See Total Fees Below	See Total Fees Below	See Total Fees Below
Web of Science - KCI-Korean Journal Database - Limited License - Full-file Subscription	1	Site	Limited License	Sep 15, 2023- Sep 14, 2026	Quarterly	See Total Fees Below	See Total Fees Below	See Total Fees Below
Web of Science - Conference Proceedings Citation Index (Science + Social Sciences) - Subscription	1	Site	Perpetual License	Sep 15, 2023- Sep 14, 2026	Quarterly	See Total Fees Below	See Total Fees Below	See Total Fees Below
Web of Science - API - Expanded - Basic	1	Site	Limited License	Sep 15, 2023- Sep 14, 2026	Quarterly	See Total Fees Below	See Total Fees Below	See Total Fees Below
Total Fee(s) USD						\$100,129.10	\$104,080.26	\$108,187.85

AGREEMENTS

GOVERNING TERMS & CONDITIONS: Please refer to the Clarivate Terms attached hereto:

GOVERNING LAW & JURISDICTION: England and Wales **RENEWAL TERM:** Upon Mutual Written Agreement

PAYMENT TERMS: Net 30

PRODUCT/SERVICE TERMS: Please refer to the Product / Service Terms found here <https://clarivate.com/terms-of-business> for:
Journal Citation Reports under the InCites section
Benchmarking under the InCites section
Web of Science APIs

THIRD PARTY TERMS: Please refer to the Third Party Terms found here <https://clarivate.com/terms-of-business> for:
Medline/PubMed

ADDITIONAL TERMS

EMPLOYEE/MEMBER

(i) in relation to a commercial or government entity, an employee of that entity or an individual contractor working on that entity's behalf and who is authorized by the entity within the scope of their engagement to access or use the Products while on that entity's premises and any persons who are not employees or contractor 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 Databases by Walk-In Users is not permitted.

(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 Databases by Walk-In Users is not permitted.



LICENSE LEVEL AND END USER LICENSE

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

LICENSE RIGHTS

LIMITED: License rights continue until the end of the term of the service.

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

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.

DELIVERY METHOD AND HOST

The Delivery method and Host for all Product(s) / Service(s) are Internet and Clarivate respectively unless otherwise specified here.

SIGNATURE

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

Signed on behalf of CLARIVATE ANALYTICS (UK) LTD

Signature :

Print Name : Andrew Wright

Title: VP, Treasury

Date: July 27, 2023

Signed on behalf of RA SCIENCE COMMITTEE

Signature :

Print Name: Hayotsyan Sargis.

Title: Chairman

Date: August 8, 2023

Banking Details

Friars House, 70 St. Mary Axe, London,

SE1 8EZ, United Kingdom

Wire Transfer: CitiBank N.A., London Branch

Address:

Citigroup Centre,

Canada Square Service Centre

Canary Wharf

London E14 5LB

Sort Code 18-50-08, USD A/C 12705621

BIC Code CITIGB2L

IBAN: GB40CITI18500812705621

Credit Card: CALL FOR SPECIAL ARRANGEMENT

Invoice Details

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

Other Key Information

Additional information that relates to how invoices will be paid and any key information that needs to be included on the invoice for your internal processes.

PO registration requirements

What we need you to provide	Why we need you to provide this information	Current Information	Your response
Please enter the PO (Purchase Order) to be used on your invoice.	PO numbers will be populated on the invoice and are important for procurement departments when allocating costs.		

Tax Exempt Information: *If you expect VAT/GST/Sales Tax and/or other similar taxes should not be charged on our invoice to you, please let us know the reason why this should not be charged and provide the necessary documents in the 'ship to' entity's full name to support this. For example, if you have an 'exempt' status, please provide a valid Exemption certificate or mandatory declarations from your Tax Authorities (and any other relevant information). In the absence of the above, applicable taxes will be levied, where relevant.*

What we need you to provide	Your response
If you expect VAT/GST/ Sales Tax or other applicable taxes should not be charged on our invoice to you, please explain why and provide the necessary documents in the 'ship to' company's full Legal name to support this.	

Portal registration requirements

What we need you to provide	Your response
Portal name:	
Portal URL/Hyperlink	
Any additional portal registration details (such as specific registration IDs/ANIDs, Matter ID's, PO numbers or similar)	
Does registration require (please check as appropriate):	<ol style="list-style-type: none"> 1. Signature by an authorised company representative at Clarivate 2. Registration on a national register of companies 3. Additional documentation (such as tax or financial records; company registration documents, sustainability records or similar) 4. Other (please complete below):
A name of a contact at your company that can support on any portal registration issues or questions	

I have provided updated Invoice Information?

If yes, we will use the revised information for the Invoice issued for this order.



Clarivate Analytics Terms

These Terms govern your use of the Clarivate Analytics products and services that you access through our platform(s), website(s) or are otherwise identified in your order form, statement of work or other ordering document (collectively "order form"). "We", "our" and "Clarivate" means the Clarivate entity identified in the order form and, where applicable, its affiliates; "you" and "your" means the Client identified in the order form.

Your order form identifies the products and services, the quantities, charges and other details of your order. The order form also refers to documents which may apply to the products or services you selected. The order form, any applicable referenced documents (such as the product/service terms and operational materials), as updated by us from time to time and these Terms constitute the complete agreement and supersede any prior discussions or representations regarding your order, unless fraudulent. Other terms and conditions you seek to incorporate in any purchase order or otherwise are excluded.

1. Our products and services

(a) Limited License. Together with our licensors, we maintain all ownership, tangible or intangible, of our products, services, and data. You may access, view, install, use, copy, modify and distribute our property only as expressly specified in the agreement and must promptly notify us if you become aware of any unauthorized use of our property. Each of us shall at all times act in accordance with applicable laws, rules, regulations, export controls and economic sanctions that apply to us in connection with the agreement.

(b) Updates. Our products and services change from time to time. If we fundamentally change the products or services, you may terminate the affected products and services on written notice no later than 30 days after the change.

(c) Passwords. Your access to certain products and services is password protected. You are responsible for assigning the passwords. Sharing passwords is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that our property is secure and inaccessible to unauthorized persons.

(d) Unauthorized Technology. You must not run or install any artificial intelligence, computer software or hardware on our products, services or network; or use any technology to automatically download, text mine or index our data without our prior written consent. Neither of us shall introduce any malicious software.

(e) Usage Information. We may collect information related to your use of our products, services and data. We may use this information for legitimate business reasons including without limitation to recommend products, services or functionality that may interest users, to test and improve our products and services and to protect and enforce our rights under the agreement, and may pass this information to our third party providers for the same purposes.

(f) Documentation. You may print or download PDF copies of our documentation for use with our products and services. Copies of our property must always include a copyright or proprietary rights notice.

(g) Terms of Use. All users are subject to the licenses and restrictions set out in the agreement and in the End User Terms accessible at: <https://clarivate.com/terms-of-business>.

(h) Third Party Providers. Our products and services may include data, software and services from third parties. Some third party providers require us to pass additional terms through to you. The third party providers change their terms occasionally and new third party providers are added from time to time. To see the current third party additional terms for our products and services visit <https://clarivate.com/terms-of-business>.

(i) Supplemental Technology. You may be required to install supplemental technology prior to accessing our products and services. Additional terms may apply to that technology. If you do not agree with those terms you must promptly notify us and must not download and/or use that technology.

(j) Limitations. Unless expressly permitted elsewhere in the agreement, you may not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer our property in whole or in part, or as a component of any other product, service or material; (ii) use our property to create any derivative works or competitive products; or (iii) allow any third parties to access, use or benefit from our property in any way whatsoever. Exercising legal rights that cannot be limited by agreement is not precluded.

2. Information services

(a) License. In the ordinary course of your business you may view, use, download and print our data for individual use and may on an infrequent, irregular and ad hoc basis, distribute limited extracts of our data that have no independent commercial value and could not be used as a substitute for any service (or a substantial part of it) provided by us, our affiliates or third party providers.

(b) Further Distribution. You may also distribute our data: i) amongst authorized users; ii) to government and regulatory authorities investigating you, if specifically requested; and iii) to persons acting on your behalf, to the extent required to provide legal or financial advice to you, provided they are not competitors of Clarivate.

(c) Attribution. As reasonably required for these purposes, you may quote and excerpt our data in your work, provided you appropriately cite and credit Clarivate Analytics as the source.

3. Installed software

(a) License. You may install our software and documentation only for your own internal business purposes. Software licenses do not include updates (bug fixes, patches, maintenance releases), upgrades (releases or versions that include new features or additional functionality) or APIs unless expressly stated in the order form. Your order form details your permitted installations, users, locations, the specified operating environment and other permissions. You may use our software in object code only. You may make necessary copies of our software only for backup and archival purposes.

(b) Delivery. We deliver our software by making it available for download. You may first need to provide us with certain identifying information about your system administrator and you may be required to confirm availability or installation of our software.

(c) Acceptance. When you download our software and documentation, you are accepting it for use in accordance with the agreement.

4. Clarivate hosted software

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

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

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

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

5. Professional services

(a) License. To the extent required for the proper benefit of our professional services, you may use deliverables for your internal business purposes unless otherwise provided in your order form. If deliverables include configuration or modifications to our standard products, services or data, you may use those deliverables in the same way as those products, services or data. You agree deliverables are deemed accepted upon delivery unless agreed otherwise in an order form.



(b) Client Obligations. If you order professional services, you must provide reasonable access to your sites, equipment and systems and ensure the health and safety of our personnel on your premises and full cooperation from your qualified and experienced personnel as reasonably required. You must (i) provide detailed, accurate and sufficiently complete information, specifications and instructions; (ii) ensure you are permitted to allow us to use and modify equipment, systems and software; and (iii) perform any additional obligations specified in your order form. We will not be liable under the agreement to the extent our failure is caused by you not performing your obligations on time. If reasonably requested, you must make authorized personnel available to agree on the impact of any failure or delay by you, and you must not unreasonably withhold or delay your consent to any consequential changes to the agreement.

(c) Changes. Either of us may make written (including email) requests to change any aspect of the professional services, provided that no change will take effect unless and until we have each signed a formal change order. You must reasonably assist us in assessing your change requests and, if we agree in principle, we will without undue delay prepare a formal change order detailing the scope and impact of the change and any consequential changes required to the agreement for our joint review and approval.

(d) Acquired Knowledge. We may develop future materials and work products which are similar to the deliverables and we may freely use our general knowledge, skills and experience, and any ideas, concepts, processes, know-how and techniques developed by us while performing the professional services, provided we do not use your confidential or other proprietary information.

(e) Site Rules. We will take reasonable steps to ensure that while on your site our personnel comply with reasonable security, health and safety and confidentiality requirements that are notified to us in advance.

6. API license

You may use our APIs to enable authorized users to use our products and services in accordance with the agreement in conjunction with your own technology systems provided Clarivate approved accreditations remain visible at all times. Our API keys must not be: (i) shared in any way; (ii) used for multiple interfaces; or (iii) used to create products or services detrimental to Clarivate, our affiliates or third party providers. You must demonstrate interfaced systems if reasonably requested by us.

7. Charges

(a) Payment and Taxes. You must pay our charges and reasonable expenses without deduction within 30 days of the date of invoice, unless otherwise provided on your order form. Payment must be in the currency stated on your order form. We may levy a service charge of 1% per month or the highest lawful interest rate (whichever is lower) for late payment plus our reasonable collection costs, including attorneys' fees. You are responsible for withholding tax and other applicable taxes and duties (including but not limited to value added tax and other similar sales taxes), other than taxes on our income. If such taxes are due, your payment to us is exclusive of such taxes unless you provide valid proof that you are exempt. Invoice disputes must be notified within 15 days.

(b) Changes. We may change the charges for our products and services with effect from the start of each renewal term by giving you at least 60 days' written notice.

(c) Excess Use. You must pay additional charges if you exceed the scope of use specified in your order form, based on the rates specified on the order form or our current standard pricing, whichever is greater.

(d) M&A. The charges remain payable notwithstanding your mergers, acquisitions or divestitures. We may change the charges under a limited or perpetual license if your mergers, acquisitions or divestitures give additional access to our products, services or data.

8. Privacy

Each of us will at all times collect, disclose, store or otherwise process personal data in accordance with applicable law, including without limitation any laws relating to individual rights and cross-border transfers. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to alleged accidental, unauthorized or unlawful destruction, loss, alteration, disclosure or access. Each of us will maintain, and will require any third party data processors to maintain, appropriate physical, technical and organizational measures to protect the personal data. To the extent our products and services give you access to personal data, you agree to only use such personal data the purpose for which we made it available to you and you acknowledge that you are responsible for determining your legal grounds for processing such data. If we process personal data on your behalf as defined by applicable law, we (i) will only retain, use or disclose such data to perform the services under the agreement; (ii) will only process the personal data under your instructions; (iii) will not sell (as defined by applicable law) such personal data; and (iv) to the extent required by applicable law, will enter into any additional agreements for the processing of the personal data. 'Personal data' and 'process' will have the meaning given in the applicable law.

9. Confidentiality

Confidential information received from each other (other than information that is or becomes public or known to us on a non-confidential basis) will not be disclosed to anyone else except to the extent required by law or as necessary to perform the agreement for as long as the information remains confidential. Each of us will use industry standard administrative, physical and technical safeguards to protect the other's confidential information. If a court or government agency orders either of us to disclose the confidential information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification.

10. Audit

(a) Audit Right. We or our professional representatives may audit your compliance with the agreement, on at least 10 business days' notice and during normal business hours, provided that we will not audit more than once in 12 months, unless we reasonably believe you are in breach or we are required to by a third party provider.

(b) Costs. If an audit reveals that you have breached the agreement, you will pay (i) any underpaid charges and (ii) the reasonable costs and expenses of undertaking the audit if you have underpaid the charges by more than 5% or if those costs are imposed on us by a third party provider.

11. Warranties and disclaimers

(a) LIMITED WARRANTY. WE WARRANT THAT WE PROVIDE OUR PRODUCTS AND SERVICES USING COMMERCIALY REASONABLE SKILL AND CARE AND THAT OUR SOFTWARE WILL SUBSTANTIALLY CONFORM TO ITS DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. WE DO NOT OTHERWISE WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF OUR PRODUCTS OR SERVICES. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS, THESE WARRANTIES ARE THE EXCLUSIVE WARRANTIES FROM US AND REPLACE ALL OTHER WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS, INCLUDING OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND CURRENTNESS.

(b) SOFTWARE. IF WE CANNOT RECTIFY ANY VALID SOFTWARE WARRANTY CLAIM WITHIN A REASONABLE PERIOD YOU MAY CANCEL YOUR LICENSE OF THE AFFECTED SOFTWARE BY WRITTEN NOTICE TO US. WE WILL WITHOUT ANY FURTHER LIABILITY REFUND ALL APPLICABLE CHARGES.

(c) PROFESSIONAL SERVICES. WE WILL RECTIFY PROFESSIONAL SERVICES IF YOU GIVE US WRITTEN NOTICE OF A VALID WARRANTY CLAIM WITHIN 30 DAYS OF DELIVERY. IF WE CANNOT RECTIFY ANY VALID WARRANTY CLAIM WITHIN A REASONABLE PERIOD WE WILL WITHOUT ANY FURTHER LIABILITY REFUND ALL APPLICABLE CHARGES AND WE MAY TERMINATE THE AFFECTED SERVICES BY WRITTEN NOTICE TO YOU.

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

(e) LINKED CONTENT. WE DO NOT ACCEPT ANY RESPONSIBILITY FOR THIRD PARTY CONTENT ACCESSIBLE VIA LINKS IN OUR PRODUCTS OR SERVICES.

12. Liability

(a) Unlimited Liabilities. Neither of us excludes or limits liability where not permitted to do so under applicable laws and nothing in the agreement shall be interpreted to do so.

(b) Excluded Losses. Neither of us will be liable for special, incidental or exemplary damages, indirect or consequential losses, anticipated savings, lost profits, lost business, lost revenue, lost data or lost goodwill.

(c) Limitation. The entire liability of each of us (and of any of Clarivate's third party providers) for all claims arising out of or in connection with the agreement, including for negligence, will not exceed the amount of any actual direct damages up to the amounts payable in the prior 12 months (or where the claim arose in the first 12 months of the agreement, the amounts that would have been payable in the first 12 months) for the product or service that is the subject of the claim. This clause does not apply to claims for payment, reimbursement or indemnification.

(d) Claims Period. Claims must be brought within 12 months of arising.

(e) No Liability. We will not be responsible if our product or service fails to perform because of (i) your or a third party's technology or network; (ii) your actions or inaction (other than proper use of the product or service), such as failing to follow the usage instructions or adhering to the minimum recommended technical requirements; (iii) changes you make to our product or service; (iv) your failure to implement and maintain proper and adequate virus or malware protection and proper and adequate backup and recovery systems; (v) your failure to install updates we have provided to you; or (vi) other causes not attributable to us. If we learn that our product or service failed because of one of these, we reserve the right to charge you for our work in investigating the failure at our then currently applicable rates. At your request we will assist you in resolving the failure at a fee to be agreed upon.

(f) Third Party Intellectual Property. If a third party sues you claiming that our product or service as provided by us infringes their intellectual property right and your use of our product or service has been in accordance with the terms of the agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by us, provided that you (i) promptly notify us in writing of the claim; (ii) supply information we reasonably request; and (iii) allow us to control the defense and settlement. We have no liability for claims to the extent caused by items not provided by us. In relation to liability arising solely from third party providers' data, software or other materials, our liability will be limited to the amount we recover from that third party supplier divided by the number of claims by our customers, including you.

(g) Your Responsibilities. You are responsible for any violation of law or regulation, or violation of our or any third party rights related to (i) your material or your instructions to us; (ii) your combination of our products, services or other property with any materials; (iii) your modification of any of our property; (iv) your failure to install updates we have provided to you; or (v) your breach of the agreement. You are also responsible for claims brought by third parties receiving the benefit of our products and services through you. You must reimburse us if we suffer losses in the circumstances set out in this clause.

13. Term, Termination

(a) Term. The term and any renewal terms for the products and services are described in your order form. If either of us does not wish to renew the products or services set forth in an order form, in whole or in part, they must provide the other with at least 30 days' written notice before the end of the then current term.

(b) Suspension. We may on notice suspend or limit your use of our products, services or other property, or terminate the agreement, (i) if required to do so by a third party provider, court or regulator; (ii) if you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) if there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the agreement; or a violation of third party rights or applicable laws, rules or regulations. Our notice will specify the cause of the suspension or limitation and if the cause of the suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the product or service. If you do not take the actions or the cause cannot be remedied within 30 days, we may terminate the agreement. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.

(c) Termination. We may terminate the agreement, in whole or in part, in relation to a product or service which is being discontinued, on 90 days' written notice. Either of us may terminate the agreement immediately upon written notice if the other commits a material breach and fails to cure the material breach within 30 days of being notified to do so. Unless we terminate for breach or insolvency, pre-paid charges will be refunded on a pro-rated basis for terminations in accordance with this agreement.

(d) Effect of Termination. Except to the extent we have agreed otherwise, upon termination, all your usage rights end immediately and each of us must return all property of the other or destroy it and, if requested, confirm this in writing. Termination of the agreement will not (i) relieve you of your obligation to pay us any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the agreement that by their nature should continue.

14. Force majeure

Each of us performs the agreement subject to interruption and delay due to causes that cannot be reasonably controlled by us, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies, and the like.

15. Third party rights

Our affiliates and third party providers benefit from our rights and remedies under the agreement. No other third parties have any rights or remedies under the agreement.

16. General

(a) Assignment. You may not assign or transfer the agreement to anyone else without our prior written consent. We will provide you with written notice if we assign or transfer the agreement, in whole or in part, as part of our business reorganization, which we may do provided the products or services will not be adversely affected.

(b) Feedback. Any comments, suggestions, ideas or recommendations you provide related to any of our products or services are our exclusive property.

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

(d) Amendment. We may amend this agreement from time to time by giving you at least 30 days' written notice. If we make material changes that adversely affect you, you may request good faith negotiations regarding the amendments. If the amended Terms are not agreed before their effective date, you may terminate the agreement by providing written notice within 5 business days.

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

(f) Non-Solicitation. Clarivate is an independent contractor. You must not directly or indirectly employ or engage or solicit for employment or engagement any personnel of Clarivate during the term and for 12 months thereafter. Employment resulting from a general public advertisement or search engagement not specifically targeted at the relevant personnel is not precluded.

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

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

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

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

(k) Precedence. In the event of any conflict within the agreement, the descending order of precedence is: clause 1; the order form; the referenced documents; the remaining provisions of these Terms.

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

Last updated: March 2020