



THOMSON REUTERS

INTELLECTUAL PROPERTY & SCIENCE

LICENSE AGREEMENT

COVER SHEET

PARTIES

(1)	THOMSON REUTERS
Entity Name	THOMSON REUTERS (SCIENTIFIC) LLC ("TR")
Address	1500 Spring Garden Street, Fourth Floor, Philadelphia, PA 19130, USA
Jurisdiction of Incorporation	A limited liability company formed under the laws of the State of Delaware

(2)	CLIENT
Full Name	SLOVAK CENTRE OF SCIENTIFIC AND TECHNICAL INFORMATION, BRATISLAVA ("CLIENT")
Address	Lamacska cesta 8/A Bratislava Slovakia 811 04
Jurisdiction Of Incorporation	Company incorporated under the laws of Slovakia
Registration Number	IČO: 00 151 882 DIČ: 2020798395 IČ DPH: SK 2020798395



THOMSON REUTERS

CONTENT SERVICES

Product Details:

During the Term, TR grants the Client a right to use the following Content Services subject to the Terms and Conditions:

Product(s)	Content Sets	License		Term	Delivery Method	Host	Fees
		No. of End Users/ License Level	Perpetually Licensed Content				Upon execution by Client to 12/31/2015
1963 - 12/31/2015 Derwent Innovations Index	N/A	Site	Perpetual	Upon execution by Client to December 31, 2015	Internet	TR	\$6,474.48
InCites ¹ including Global Comparisons ²	Institutional Address Defined	Six (6) Named End Users	Perpetual	Upon execution by Client to December 31, 2015	Internet	TR	\$61,157.76
Frequency of Payment							Annual
Arrears (Arr)/Advance (Adv)							ADV
Total Fees							\$67,632.24
Currency							US\$

Additional Terms:

Clause 4.7 of the Terms and Conditions shall read as follows:

TR experts shall provide consultation and assistance within reasonable scope (to help solving specific problems of basic, straightforward and simple character delivered online by email or a web site or over the fax) to the Client free-of charge in the event that a problem arises in Content Services.

A new Clause 2.2.4 to the Content Services Schedule will read as follows:

TR shall provide a one-time free-of-charge professional training on practical use of the Content Services to the Client's employees on the Client's site at an agreed, mutually convenient time within a month following the date of purchase of the product.

¹ Data contained in InCites will be extracted only from the following databases: *Science Citation Index Expanded*, *Social Sciences Citation Index*, *Arts & Humanities Citation Index*, *Conference Proceedings Citation Index – Science Edition* and *Conference Proceedings Citation Index – Social Sciences and Humanities Edition*, all with a file depth to 1981.

² Client shall be granted free of charge access to Incites Benchmarking.

**Customized InCites Datasets Definitions:**

Customized InCites Datasets	Customized InCites Datasets Definitions
Institutional Address Defined	Institutional Address Defined datasets include all documents for an institution. Institution is defined by the appearance of the name of an institution or one of its affiliated organizations in the author address segment of a document. TR provides a listing of entities that meet the institutional definition to Client for review before building the dataset.

License Levels and End User License Definition:

License Level	End User Licence Definition
"Site"	An End User licence where any Employee/Member of Client located at the Site(s) set out below can access the Product with the Login Details.
"Employee/Member"	In relation to a commercial or government entity, an employee of that entity.

InCites Research Performance Profiles will include data from year 2003. InCites Global Comparisons will include data from year 1981.

Back-up for InCites in the form of National Citation Reports with data from year 2003 and University Science Indicators with data from 1981 will be provided for free as part of the service. This will be provided annually via FTP.

TR will be responsible for providing technical support in relation to the Content Service free-of-charge within reasonable scope (to help solving specific problems of basic, straightforward and simple character delivered online by email or a web site or over the fax).

License Levels and End User License Definition:

License Level	End User License Definition
"Site"	An End User licence where any Employee/Member of Client located at the Site(s) set out below can access the Product with the Login Details.
"Employee/Member"	In relation to a commercial or government entity, an employee of that entity.

Site(s)	Slovak Centre of Scientific and Technical Information, Bratislava Lamacska cesta 8/A Bratislava SK 811 04 Slovakia IČO: 00 151 882 DIČ: 2020798395 IČ DPH: SK 2020798395
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Additional Terms	9.9 The subject to this Licence Agreement is co-funded from the European Regional Development Fund within the Research and Development Operational Programme as part of implementation of the national project "National Infrastructure for Supporting Technology Transfer in Slovakia - NITT SK" (contracts no. OPVaV/NP/3/2010 and OPVaV/NP/4/2010, ITMS codes: 26220220095 and 26240220043) TR is obliged to permit the control and audit and TR is obliged to cooperate during the inspection in the audit executed by the authorised auditing body pursuant to § 6 and § 10 Act no. 528/2008 Coll. on Assistance and Support Provided from the European Union Funds, as amended, and pursuant to Council Regulation (EC) no. 1083/2006, respectively, to those entities and persons designated by the authorised bodies pursuant to § 6 and § 10 Act no. 528/2008 Coll. and Council Regulation (EC) 1083/2006. TR is not entitled to any recompense, refund or other compensation for permitting the control and
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providing cooperation during the control.

9.10 TR is obliged, in particular, to report the cost structure of the Licence Agreement upon request from Client or the authorised body and their designated entities and persons, to supply the supporting accounting documents and documents of other character for the purpose of documenting the documents required for the purpose of the audit and control pursuant to this clause of this Licence Agreement. So as to avoid problems in documenting the implementation of this Licence Agreement, the Client reserves the right to request such documents from TR.

9.11 Any failure to cooperate in the control, or failure to supply the documents requested from TR shall be deemed to be a serious breach of this Licence Agreement.

9.12 In the event of damages incurred due to failure on the part of TR to permit the control, due to failure to cooperate in the control and due to failure to supply the requested documents, TR is obliged to pay the damages in full.

"Perpetually Licensed Content"

Content in existence as of the relevant End Date, which is designated as Perpetually Licensed Content, means that the rights granted under the Content Services Schedule will be perpetual with respect to such Content, provided Client complies with the restrictions and obligations set forth in this Agreement. TR may terminate Client's perpetual license if Client fails to comply with such restrictions and obligations. Following the expiration or termination of this Agreement or of the relevant Content Service, TR will deliver the Perpetually Licensed Content to Client in a fixed electronic medium as determined by TR upon request by Client. Client shall not use any Perpetually Licensed Content in connection with any software or system that is not provided or approved in writing by TR. If TR chooses to provide Software to Client for the sole purpose of accessing and viewing the Perpetually Licensed Content, Client agrees that it shall not use the Software for any other purpose and that TR makes no warranties and accepts no liability in relation to the Software.

SUPPLEMENTAL TERMS AND CONDITIONS APPLICABLE TO INCITES:

1. InCites License

1.1 Subject to the terms herein, TR hereby grants to Client a limited, non-exclusive, non-transferable right to:

- 1.1.1 access and view the customized, Client-defined InCites data or dataset made available through TR's systems as set out on the Cover Sheet that may be used to compare performance of researchers, institutions, journals or countries/regions for the purpose of profiling and/or benchmarking (collectively, the **"InCites Data"**);
 - 1.1.2 download, incorporate and maintain the article metadata, article metrics, such as article citation counts, benchmarking, profiling and other bibliometric comparison data within InCites in a publicly available website, or in an internal system that is controlled by Client and that can be accessed and viewed only by Client's faculty, students and affiliated researchers (**"Internal System"**), provided such system may only include data regarding materials authored by Client's faculty, students or affiliated researchers, and demographic and financial information about Client (the **"Client InCites Data"**);
 - 1.1.3 incorporate the Client InCites Data in internal reports that are the property of Client; and
 - 1.1.4 include insubstantial portions of the InCites Data regarding materials authored by faculty, students or researchers, and/or demographic and financial information not affiliated with Client (the **"Non-Client InCites Data"**) in internal documents that are the property of Client, provided that such documents are for Client's internal use only, or distribute insubstantial portions of the Non-Client InCites Data to third parties as incidental samples for illustrative or demonstration purposes only.
- 1.2 In each instance where an End User is reproducing any portion of the InCites Data, such End User shall duly acknowledge the source of such InCites Data and include the following notice where such InCites Data is reproduced: "This material is reproduced under a license from Thomson Reuters. You may not copy or re-distribute this material in whole or in part without the written consent of the Scientific business of Thomson Reuters."
- 1.3 For the purpose of clause 1.1.4, an "insubstantial portion" of the InCites Data means an amount of InCites Data which: (i) has no independent commercial value; and (ii) could not be used by the recipient as a substitute for InCites (or a substantial part of it) provided by TR or its Affiliates.

2. InCites Restrictions



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2.1. Notwithstanding any other provision of this Agreement, Client is hereby expressly prohibited from:

- 2.1.1. using any InCites Data to create or derive new metrics or indicators;
- 2.1.2. downloading and incorporating, in either a publicly available website or an Internal System, any InCites Data that does not relate to Client's faculty, students or affiliated researchers; or
- 2.1.3. commercially distributing the InCites Data.

3. Post-Termination Rights

Following the expiration or termination of Client's subscription to InCites, Client may retain any InCites Data that it has downloaded prior to the expiration or termination date and continue to use such InCites Data, provided it does so solely in accordance with the terms set forth herein. This license shall not apply in the event that Client's subscription to InCites is terminated for breach.

This Cover Sheet is subject to the Terms and Conditions attached heretot. Client acknowledges that by signing this Cover Sheet it has received a copy of the Terms and Conditions and that they are hereby incorporated.

This Agreement is binding when countersigned by Client provided that Client has not made any changes to this Agreement. If Client modifies this Agreement, this Agreement shall be null and void.

This Agreement is only valid if signed and returned to TR on or before the date which is ninety (90) days from the Effective Date. TR may, at its sole discretion, accept the Agreement if signed by Client after such date but is under no obligation to do so. If this Agreement is signed after the above-mentioned date, no legally binding agreement shall come into existence unless and until this Agreement is accepted by TR.

THOMSON REUTERS (SCIENTIFIC)/LLC

SLOVAK CENTRE OF SCIENTIFIC AND TECHNICAL
INFORMATION, BRATISLAVA

BY: _____

BY: _____

NAME
Printed: _____

NAME
Printed: _____

TITLE: _____ JUN 22 2015

TITLE: _____

DATE: _____

DATE: _____ 18th June 2015



THOMSON REUTERS

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SLOVAK CENTRE OF SCIENTIFIC & TECHNICAL INFORMATION, BRATISLAVA

NEGOTIATED TERMS AND CONDITIONS (VERSION 1.2.1)

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Agreement, the following capitalized terms have the following meanings unless otherwise set out on the Cover Sheet:

"Affiliate" means in relation to any party, an entity that is Controlled by, Controlling or under common Control with that party;

"Agreement" means the agreement created between the Parties incorporating these Terms and Conditions and the Cover Sheet entered into by the Parties;

"Confidential Information" means (i) all information of a confidential nature concerning the trade secrets or business dealings, pricing, plans, procedures, products, services or strategies of a Party, its Affiliates and third parties to whom that Party owes a duty of confidence; (ii) any document or information designated as confidential; and (iii) any information which by its nature the recipient ought reasonably to conclude is confidential information, in all cases whether encrypted or not and including all copies of the above on any media. Without limitation, the Licensed Materials and Login Details are confidential to TR, its Affiliates and/or Third Party Suppliers;

"Contract Year" means each twelve (12) month period from the commencement of the license for the Product, which shall be the date of the Cover Sheet unless otherwise set out on the Cover Sheet;

"Control" and its derivatives means the ultimate power to determine the direction of the management policies of the entity concerned, either directly or indirectly and whether through the ownership of voting securities, by contract or otherwise;

"Cover Sheet" means a TR Cover Sheet signed by TR and Client and incorporating these Terms and Conditions;

"Delivery Method" means the delivery media and/or method through which Client will get access to or TR will deliver the Product, as set out on the Cover Sheet;

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

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

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

"Initial Term" means the initial term for the provision of a Service as set out on the Cover Sheet, which shall start on the date of the Cover Sheet unless otherwise set out on the Cover Sheet;

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

"Licensed Material" means any Product and/or Content (as defined in the Content Services Schedule, if applicable) licensed under this Agreement;

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

"Login Details" means the unique user name and password used by End Users to access a Product and/or Client's IP address (as notified by Client in writing from time to time) required by TR to validate access and other details (technical or otherwise) concerning access to the Products and its login process;

"Party" means a party to this Agreement;

"Product" means a TR product identified on the Cover Sheet being a Content Service (as defined in the Content Service Schedule), a Deliverable (as defined in the Professional Services Schedule), Software or a Software Service (as defined in the Software Services Schedule) as applicable;

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

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

"Service" means any service to be provided by TR under the Agreement including the provision of a Product, a Support Service or a Professional Service;

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

"Software" means any software provided by TR as either (i) incorporated in a Product; or (ii) provided on a stand alone basis as set out in the Cover Sheet, including, where applicable, all Updates and Upgrades issued thereto;

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



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

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

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

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

1.2. Unless otherwise stated, references within a Schedule to:

1.2.1. a paragraph, are to a paragraph of that Schedule; and

1.2.2. a clause, are to a clause of the main body of these Terms and Conditions.

1.3. In the event of any conflict between:

1.3.1. the Cover Sheet and these Terms and Conditions (including its Schedules), the Cover Sheet shall prevail; and

1.3.2. the main body of these Terms and Conditions and a Schedule to them, the Schedule shall prevail.

1.4. In this Agreement, unless the context otherwise requires, references to:

1.4.1. the words "include", "includes", "including", "in particular" or any such similar words or phrases shall be construed without limiting the words preceding or following;

1.4.2. the plural shall include the singular and vice versa and use of any particular gender shall include all genders;

1.4.3. any legislation, directives, statutes, statutory provisions, sub-ordinate legislation or any mandatory codes of conduct (together "**Legislation**") shall be interpreted as referring to such Legislation as amended and in force from time to time and/or which re-enacts or consolidates such Legislation; and

1.4.4. a "person" or "party" includes a natural person, company corporation, firm, partnership, co-operative company, unincorporated or incorporated association, government, state, statutory authority, foundation or trust.

2. TERM, TERMINATION AND SUSPENSION

2.1. This Agreement will take effect on the date of the Cover Sheet and continue (unless lawfully terminated) until the Term of all Services under it has expired.

2.2. Each Service shall be provided for the Initial Term and shall renew automatically for the Renewal Term. Either Party may terminate a Service by giving to the other at least thirty (30) days' written notice, such notice to expire (and such termination to take effect) in respect of each Service at the end of the Initial Term or the then current Renewal Term (as applicable).

2.3. **TR acknowledges that the ability of Client to renew this Agreement is subject to and contingent upon the availability of funds appropriated by the state legislature. In the event of a funding cut of such appropriated funds, Client may terminate this Agreement at the start of an anniversary year provided TR receives notification in writing ninety (90) days prior to the start of said anniversary year. Client agrees that all deferred payments due and payable under the Agreement (as set forth in the Cover Sheet) shall be due and payable immediately upon client's termination notification. Client's sole responsibility for cancellation under 2.3 will be any payments that are due and payable up to the end of the Contract Year.**

2.4. Without prejudice to its other rights and remedies, either Party may terminate this Agreement or any Service (as applicable) with immediate effect by written notice to the other if the other Party is in material breach of the Agreement or its obligations in relation to a particular Service (as applicable) and either that breach is incapable of remedy or the Party in breach has failed to remedy the breach within thirty (30) days after receiving written notice requiring it so to remedy.

2.5. TR may terminate this Agreement or, at its discretion, any Service with immediate effect **upon a prompt written notice** if any organization which is a competitor of TR acquires Control of Client.

2.6. If at any time TR for any reason decides to cease general provision of a Service, TR may cancel that Service by providing not less than ninety (90) days' written notice to Client.

2.7. **In case the exchange rate of the USD quoted against the Euro announced by the Slovak National Bank shall exceed thirty percent (30%) compared with the exchange rate against the effective date of this Agreement, TR shall, upon written request of the Client ninety (90) days prior to the start of said anniversary date, reduce the number of subscribed databases and/or products so that the equivalent price in EURO is compared to the price as of the day this Agreement takes effect is kept. The Client has the right to choose which subscribed databases and/or products shall be reduced.**

2.8. **UPON TERMINATION OR CANCELLATION UNDER CLAUSES 2.5 or 2.6, RESPECTIVELY, IF CLIENT HAS PRE-PAID ANY FEES FOR THE RECEIPT OF THE CANCELLED SERVICE IN RESPECT OF ANY PERIOD FOLLOWING THE CANCELLATION DATE, TR'S SOLE LIABILITY TO CLIENT IN RESPECT OF SUCH CANCELLATION SHALL BE TO REFUND THE FEES**



ALLOCABLE TO THAT SERVICE FOR THE PERIOD FOLLOWING CANCELLATION. **LIKEWISE, SHOULD CANCELLATION OCCUR UNDER 2.5 OR 2.6 RESPECTIVELY, CLIENTS SOLE OBLIGATION IN RESPECT OF SUCH CANCELLATION SHALL BE TO PAY THE FEES DUE UP TO THE DATE OF SUCH CANCELLATION.**

- 2.9. Without prejudice to its other rights and remedies, TR may suspend the provision of any Service: (i) if Client is in material breach of this Agreement, for the duration of such breach; and/or (ii) if TR reasonably believes Client is in material breach of this Agreement, for the duration of TR's investigation into whether such breach is occurring or has occurred. TR shall notify Client in writing (including by email) of any temporary suspension, and the cause thereof, as soon as reasonably practicable. **Furthermore, in case the suspicion of material breach is not proven, TR shall prolong the provisions of Service for the period for which the Services has been suspended, by amendment to this Agreement, at no cost to Client.**
- 2.10. If Client breaches any of the restrictions on use of Licensed Materials set out in this Agreement or fails to pay any of the Fees when due, without limitation, such breach shall be deemed a material breach for the purposes of this Agreement.

3. CONSEQUENCES OF TERMINATION OR EXPIRY

- 3.1. Upon termination or expiry of this Agreement ("**End Date**"), all licenses granted under this Agreement shall cease and Client shall immediately cease access to and use of all Confidential Information. Within thirty (30) days after the End Date, Client shall, and shall cause all End Users to, erase or destroy all copies (in all formats and all media) of the Confidential Information in Client's or End Users' possession or control, and shall, on TR's request, promptly deliver to TR a written statement signed by an individual having sufficient authority and knowledge, certifying that access has ceased and all Confidential Information have been destroyed or erased in accordance with this clause 3.1. This clause 3.1 shall not apply in respect of Perpetually Licensed Content (as defined in paragraph 4 of the Content Services Schedule) or Software licensed on a perpetual basis under this Agreement unless and until the license for such Perpetually Licensed Content or Software is terminated.
- 3.2. Upon cancellation of a Service the provisions of clause 3.1 shall apply in respect of that Service and the Licensed Materials related to it (and "**End Date**" shall be taken to mean the date of cancellation of the applicable Service).
- 3.3. **Clauses 1, 3, 5, 6, 7, 8, 9.1, 9.2 and 10 will survive termination or expiration of this Agreement for any reason.**
- 3.4. Termination of this Agreement or cancellation or suspension of a Service will not affect any rights accrued at the date of expiry, termination, suspension or cancellation.

4. WARRANTIES

- 4.1. TR warrants that it has the right to grant all licenses granted under this Agreement.
- 4.2. TR warrants that it will provide the Services in accordance with industry standards using personnel having reasonably appropriate skills, experience, qualifications and knowledge.
- 4.3. Each Party warrants to the other that it has authority to enter into this Agreement and that the entering into this Agreement and the performance of its obligations under it will not violate any applicable Legislation.
- 4.4. **EXCEPT AS SET OUT IN THIS AGREEMENT, ALL WARRANTIES, TERMS AND CONDITIONS WHETHER IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.**
- 4.5. **TR MAKES NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, COMPLETENESS OR CORRECTNESS OF ANY LICENSED MATERIALS OR AS TO ANY SERVICES BEING UNINTERRUPTED OR ERROR FREE OR THAT ALL ERRORS IN THE LICENSED MATERIALS WILL BE CORRECTED. IN PARTICULAR, TR, ITS AFFILIATES AND THIRD PARTY SUPPLIERS WILL NOT BE LIABLE FOR (I) ANY CORRUPTION, ALTERATION, DAMAGE, LOSS OR MISTRANSMISSION (AS APPLICABLE) OF CLIENT'S OR ANY THIRD PARTY'S DATA, SOFTWARE, HARDWARE OR SYSTEMS; AND (II) LOSS OR DAMAGE RESULTING FROM THE INADEQUACY OF SECURITY OF DATA DURING TRANSMISSION VIA PUBLIC ELECTRONIC COMMUNICATIONS NETWORKS OR FACILITIES.**
- 4.6. The Licensed Materials may contain links to Internet sites operated by third parties. Where such links exist they are provided for Client's convenience only. TR does not control such Internet sites and is not responsible for their content. TR's inclusion of links to such Internet sites does not imply any endorsement of the material on such Internet sites or any association with their operators and TR makes no warranties in respect of such Internet sites.

5. EXCLUSION AND LIMITATION OF LIABILITY

- 5.1. **NEITHER PARTY WILL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR A SERVICE HOWEVER SUCH INDIRECT LOSS OR DAMAGE MAY ARISE EVEN IF THAT PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH INDIRECT LOSSES.**
- 5.2. **EACH PARTY'S LIABILITY WHICH MAY ARISE OUT OF OR IN CONNECTION WITH A SERVICE AND/OR THE AGREEMENT, WHETHER IN CONTRACT, TORT**



(INCLUDING NEGLIGENCE) OR OTHERWISE, WILL, IN RESPECT OF ANY INCIDENT, OR SERIES OF CONNECTED INCIDENTS:

5.2.1. IN RELATION TO A SERVICE, BE LIMITED TO AN AMOUNT EQUAL TO THE FEES PAID BY CLIENT FOR THAT SERVICE; AND

5.2.2. UNRELATED TO A SERVICE, BE LIMITED TO AN AMOUNT EQUAL TO THE AGGREGATE FEES PAID UNDER THE AGREEMENT,

IN THE TWELVE MONTH PERIOD PRIOR TO THE DATE OF THE INCIDENT (OR THE FIRST SUCH INCIDENT IN THE CASE OF A SERIES).

5.3. Clauses 5.1 and 5.2 shall:

5.3.1. not apply in relation to: (i) each party's obligation to indemnify the other party arising under Clause 8; (ii) Client's obligations arising under Clause 9; or otherwise (iii) any liability arising out of or in connection with Client's infringement of any Intellectual Property Rights in the Products licensed by TR under this Agreement; and

5.3.2. subject to Clause 5.3.1, apply equally to TR's Affiliates and Third Party Suppliers as if such third parties were TR.

5.4. Client shall indemnify and hold harmless TR, its Affiliates and Third Party Suppliers in respect of any liability suffered by TR, its Affiliates or Third Party Suppliers (as applicable) as a result of a claim made against TR, its Affiliates or Third Party Suppliers by any Affiliate of Client where such liability would be excluded or limited under this Agreement if such claims were made by Client.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. Client acknowledges that all Intellectual Property Rights in the Licensed Materials are owned by TR or its Third Party Suppliers. Save as expressly set out in this Agreement, TR neither assigns any Intellectual Property Rights nor grants any licenses or rights in respect of the Licensed Materials to Client.

6.2. Client shall maintain adequate security measures to safeguard the Licensed Materials from unauthorized access or use by any third party.

6.3. Client shall notify TR promptly upon becoming aware of any unauthorized disclosure, use or copying of the Licensed Materials.

7. CONFIDENTIAL INFORMATION

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

7.1.1. disclose such Confidential Information to anyone except to those of its employees, contractors or agents who are bound by confidentiality obligations, for internal use only where disclosure is necessary to

perform its obligations or exercise its rights under this Agreement; or

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

7.2. Clause 7.1 shall not apply to any Confidential Information to the extent that:

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

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

7.3. **The parties agree that this Agreement, including the Cover Sheet, agreed and signed by both parties will be disclosed in full and made available to the public via the Slovak Central Register of Contracts on the www.crz.gov.sk web site (in accordance with Act No. 546/2010 Coll.) and on the CVTI SR web site www.cvtisr.sk and to any natural person or legal entity in accordance with Slovak legislation (Act No.211/2000 Coll. on Free Access to Information and Slovak Government Resolution No. 603/2010). In any other event when the Receiving Party becomes legally compelled (or requested by an applicable regulatory body) to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice (unless legally prohibited) so that the Disclosing Party may either: (i) seek an order preventing disclosure or such other appropriate remedy (and if the Disclosing Party seeks such an order or remedy, the Receiving Party will provide such cooperation as the Disclosing Party reasonably requests); and/or (ii) waive compliance with the provisions of this clause 7. In the event that such an order or other remedy is not obtained, or if the Disclosing Party waives compliance with the provisions of this clause 7, the Receiving Party will furnish only that portion of the Confidential Information which is legally required (in the reasonable opinion of its legal counsel).**

8. INDEMNITY

8.1. Subject to clause 8.2:

8.1.1. TR shall defend, indemnify and hold Client harmless from and against any third party claim arising as a result of TR's breach of the warranty at clause 4.1.

8.1.2. Client shall defend, indemnify and hold TR, its Affiliates and Third Party Suppliers harmless from and against any claim against it or them: (i) that its or their use, in accordance with Client's instructions, of any equipment, system, or software, or any materials provided by Client under or in relation to this Agreement infringes third party Intellectual Property Rights; (ii) that Client's or any End User's use of the



Licensed Materials outside the scope of this Agreement infringes third party Intellectual Property Rights; and/or (iii) arising out of or in connection with Client's or any End User's use of the Licensed Materials in breach of the restrictions on use, as set out in the Agreement.

- 8.2. A Party seeking to rely on an indemnity under clause 8.1.1 or clause 8.1.2 ("**Claiming Party**") may only make a claim under the relevant indemnity provided that it: (i) shall promptly notify the other party ("**Indemnifying Party**") of any such claim; (ii) does not, without the Indemnifying Party's written consent, do or omit to do anything, or make any admission, which materially prejudices the Indemnifying Party's defense of such claim; and (iii) takes all reasonable steps to mitigate any loss or damage to the third party claimant.
- 8.3. In the event an injunction is sought or obtained against Client, TR may, at its sole option and expense: (a) procure for Client the right to continue receiving the affected Licensed Material; (b) replace or modify the affected Licensed Material so that it does not infringe; or (c) terminate this Agreement in respect only of the affected Licensed Material and pay to Client a pro-rata refund of the Fees allocable for such Licensed Material for the period from the End Date to the end of the pre-paid period (if any).
- 8.4. TR's obligations under Clauses 8.1 and 8.3 shall not apply in relation to any third party claim attributable to (i) use of the Licensed Materials in a manner not authorized under this Agreement; (ii) use of the Licensed Materials in combination with any third party items where such claim would not have arisen but for such combination; (iii) modification or alteration of the Licensed Materials other than by TR or its sub-contractors; or (iv) use of any version of the Licensed Materials where a subsequent Update or Upgrade to that version has been generally released which avoids the alleged infringement.
- 8.5. THIS CLAUSE 8 CONSTITUTES THE ENTIRE LIABILITY OF TR, AND CLIENT'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OF THIRD PARTY RIGHTS.

9. FEES AND PAYMENT

- 9.1. Client shall pay to TR in accordance with the payment provisions set out on the Cover Sheet: (i) the Fees; and (ii) any travel costs and other expenses incurred by TR in performing the Services as set out in the Cover Sheet or as otherwise agreed by Client.
- 9.2. Invoiced amounts shall be payable without deduction (whether by way of set-off, counterclaim or otherwise) **within hundred (100) days** of Client's receipt of the relevant invoice from TR ("**Due Date**"). Unless otherwise stated on the Cover Sheet, all payments shall be made in U.S. dollars. The invoice shall contain essentials of tax documents in accordance with legal regulation of the Slovak Republic. Unless Client has provided TR prior written notice of any purchase order number or other reasonable information that it requires to be referenced in

an invoice submitted by TR under the Agreement, Client shall not withhold any payment due under or reject any invoice submitted by TR under this Agreement because TR has failed to provide that information in its invoice.

- 9.3. Where the Fees include transaction based charges ("**Transaction Fees**"), TR shall provide Client with monthly invoices following the end of each month detailing Client's usage of the Licensed Material and the Transaction Fees incurred by Client in the relevant month. If Client has paid Transaction Fees in advance on a prepay basis (a "**Pre-Paid Credit**"), at the end of each month TR shall deduct such amount from the Pre-Paid Credit as is equal to the Transaction Fees payable in respect of the relevant month. Pre-Paid Credits are non-refundable and may only be redeemed for transaction based Services. TR shall not be responsible for paying interest on any Pre-Paid Credits.
- 9.4. All Fees shall be exclusive of any and all charges imposed by a government or other third party ("**Tax**"), including any consumption, sales or value-added taxes and any import or export fees or charges which shall be payable by Client in addition to the Fees. If Client is obliged to withhold or deduct any portion of the Fees, then TR shall be entitled to receive from Client such amounts as will ensure that the net receipt, after Tax, to TR in respect of the Fees is the same as it would have been were the payment not subject to the Tax.
- 9.5. **[Intentionally Deleted]**
- 9.6. If Client (or any of its Affiliates) acquires, merges with or is acquired by another company such that the other company and, where applicable, its Affiliates, become(s) an Affiliate/Affiliates of Client and as a result is/are or would be entitled to use the Services under this Agreement, TR shall be entitled to revise the Fees to account for the subsequent increased scope of use within the terms of the applicable license.
- 9.7. Without prejudice to any other rights or remedies that TR may have, TR reserves the right to charge interest and Client shall pay such interest on any outstanding amounts after their Due Date, with effect from the Due Date until the date of receipt by TR of cleared funds in full at the monthly rate of 1.5% (or the highest amount permitted by applicable Legislation, whichever is less). Such interest shall accrue on a daily basis both before and after judgment.
- 9.8. On providing Client with reasonable prior written notice, TR shall have the right, either directly or through a third party auditor and not more than once every 12 months, to conduct an audit during Client's normal business hours to verify that the Licensed Materials are being used in a manner consistent with the provisions of this Agreement. Client shall co-operate with and provide such applicable information as is reasonably requested by TR (or its third party auditor) for the purposes of carrying out the audit. Without prejudice to TR's other rights or remedies, if TR or its third party auditor determine that Client is using the Licensed Materials in a manner inconsistent with the provisions of this Agreement, Client shall (i) immediately



cease such inconsistent use or, upon written agreement between the Parties, pay to TR additional Fees sufficient to permit such use, and (ii) reimburse TR for the cost of such audit.

9.9. The subject to this Licence Agreement is co-funded from the European Regional Development Fund within the Research and Development Operational Programme as part of implementation of the national project "National Infrastructure for Supporting Technology Transfer in Slovakia - NITT SK" (contracts no. OPVaV/NP/3/2010 and OPVaV/NP/4/2010, ITMS codes: 26220220095 and 26240220043) TR is obliged to permit the control and audit and TR is obliged to cooperate during the inspection in the audit executed by the authorised auditing body pursuant to § 6 and § 10 Act no. 528/2008 Coll. on Assistance and Support Provided from the European Union Funds, as amended, and pursuant to Council Regulation (EC) no. 1083/2006, respectively, to those entities and persons designated by the authorised bodies pursuant to § 6 and § 10 Act no. 528/2008 Coll. and Council Regulation (EC) 1083/2006. TR is not entitled to any recompense, refund or other compensation for permitting the control and providing cooperation during the control.

9.10. TR is obliged, in particular, to report the cost structure of the Licence Agreement upon request from Client or the authorised body and their designated entities and persons, to supply the supporting accounting documents and documents of other character for the purpose of documenting the documents required for the purpose of the audit and control pursuant to this clause of this Licence Agreement. So as to avoid problems in documenting the implementation of this Licence Agreement, the Client reserves the right to request such documents from TR.

9.11. Any failure to cooperate in the control, or failure to supply the documents requested from TR shall be deemed to be a serious breach of this Licence Agreement.

9.12. In the event of damages incurred due to failure on the part of TR to permit the control, due to failure to cooperate in the control and due to failure to supply the requested documents, TR is obliged to pay the damages in full.

10. GOVERNMENT RESTRICTED RIGHTS

If Client is a branch or agency of the United States Government, the following provision applies: Any software or documentation provided hereunder is comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 CFR 12.212 (Sept 1995). Consistent with 48 CFR 12.212 and 48 CFR 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government end users acquire such software and documentation with only those rights explicitly set forth herein.

11. GENERAL

11.1. Neither Party will be liable to the other for any failure or delay in the performance of its obligations under this

Agreement (except for payment of money) due to circumstances beyond its reasonable control.

11.2. Failure or delay by either Party in exercising any right or power hereunder will not constitute a waiver of such right or power unless agreed in writing pursuant to clause 11.6.

11.3. Client shall not assign, sub-license or delegate any of its rights or obligations under this Agreement without the prior written consent of TR. TR may sub-contract or transfer all or any of its rights or obligations under the Agreement to any third party, provided that in the case of sub-contracting, TR shall remain responsible for the performance by its sub-contractors of such obligations under this Agreement. Any assignment, sub-licensing or delegation in breach of this clause 11.3 shall be null and void.

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

11.5. This Agreement contains the entire agreement of the Parties as to its subject matter and supersedes any and all prior written or oral agreements and understandings in relation thereto. Client agrees that any terms and conditions incorporated into any purchase order submitted by it for acceptance by TR whether before or after the date of the Agreement shall not apply and are expressly excluded. Each Party acknowledges that in entering into this Agreement they have not relied on any representations made by the other Party that are not expressed in this Agreement. This clause 11.5 shall not be construed as excluding either Party's liability in respect of any fraudulent statements.

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

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

11.8. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

11.9. Client irrevocably submits to the exclusive jurisdiction of the federal and state courts located within the Commonwealth of Pennsylvania.

11.10. Each Party intends that TR's Affiliates and Third Party Suppliers shall be third party beneficiaries of this Agreement and, thus, entitled to enforce this Agreement



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as if an original party hereto. There shall be no other third

party beneficiaries.



CONTENT SERVICES SCHEDULE

TERMS AND CONDITIONS APPLICABLE TO CONTENT SERVICES PRODUCTS

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

1. DEFINITIONS

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

"Archive License" means a limited, non-exclusive, non-transferable right to store a certain number of records per Contract Year from the applicable Content set in an Internal Database System so that they can be accessed for use by up to the number of End Users, as permitted by the License Level during the Term for the applicable Content Service only (if applicable);

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

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

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

"Redistribution License" means a limited, non-exclusive, non-transferable right to redistribute certain Content to certain specified third parties and/or employees other than End Users, as permitted by the License Level.

2. PROVISION OF ACCESS TO THE CONTENT SERVICES

- 2.1. Where the Cover Sheet identifies that Client will host the relevant Content Service:

2.1.1. Client shall:

- (a) host the relevant Content Service on a server located at the Site and in an environment which complies with TR's minimum operating specifications (as determined by TR from time to time in writing); and
- (b) maintain adequate security measures, including hosting the Content Service within a Secure Network, to safeguard the Content Service from access or use by any unauthorized third party; and

2.1.2. TR:

- (a) shall deliver the Content Service via the Delivery Method EXW (INCOTERMS 2000) from TR's site as notified to the Client in writing;
- (b) grants Client a limited, non-exclusive, non-transferable right during the Term to host the Content Service on a single server for the

purpose of using the Content Service under the terms set out in this Content Services Schedule.

- 2.2. Where the Cover Sheet identifies that TR will host the Content Service, TR:

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

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

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

3. TR shall provide a one-time free-of-charge professional training on practical use of the Content Services to the Client's employees on the Client's site at an agreed, mutually convenient time within a month following the date of purchase of the product.

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

3.2. Where TR is responsible for providing technical support in relation to a Content Service as set out on the Cover Sheet, TR shall use commercially reasonable endeavors to provide technical support to End Users during TR's standard support hours, unless otherwise set out on the Cover Sheet.

4. RIGHTS OF USE

4.1. TR grants to Client in relation to each Content Service a limited, non-exclusive, non-transferable right during the Term to allow End Users to access the Content Service on the terms set out in paragraphs 4.2 and 4.3 below and within the scope of the License Level.

4.2. In relation to each Content Service, each End User may, during the Term, use the Content Service for which he or she is licensed solely for:



4.2.1. accessing, downloading and/or printing reasonable amounts of its Content (but not all or substantially all of the records) as reasonably required for his or her own work use and Client's internal business purposes; and

4.2.2. using or distributing its Content on the terms set out in paragraph 4.3 below.

4.3. End Users may during the Term:

4.3.1. distribute Content to other End Users having equivalent rights to independently access such Content under this Agreement;

4.3.2. distribute insubstantial portions of Content to third parties as incidental samples for illustrative or demonstration purposes only;

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

4.3.4. use bibliographic and abstract Content for the purpose of research publication only, not for commercial use or sale;

4.3.5. use insubstantial portions of Content in internal reports that are the property of Client, provided that such reports are for Client's internal use only;

4.3.6. provided that Client has purchased a Redistribution License, distribute applicable Content in the manner authorized by the License Level for such Redistribution License; and

4.3.7. provided that Client has purchased an Archive License, store up to five thousand (5,000) records per Contract Year from the applicable Content set for up to twelve (12) months from the date of download (or such other number of records per defined storage period as permitted by the License Level) in an Internal Database System so that they can be accessed by up to the number of End Users for use in accordance with this Content Services Schedule, as authorized by the License Level for such Archive License,

and provided that the source of such Content is duly acknowledged and the following notice is included where the Content is reproduced: "This material is reproduced under a license from Thomson Reuters. You may not copy or re-distribute this material in whole or in part without the written consent of Thomson Reuters."

4.4. For the purpose of paragraph 4.3, examples of an "insubstantial portion" of Content include an amount of Content which: (i) has no independent commercial value; (ii) could not be used by the recipient as a substitute for

any Content Service (or a substantial part of it) provided by TR or its Affiliates; or (iii) is not regularly or systematically updated.

5. **PERPETUAL LICENSE**

Where the Cover Sheet indicates that the Content contained within a Content Service is Perpetually Licensed Content, the rights granted under paragraph 4 in respect of such Content existing at the relevant End Date shall be perpetual, subject to paragraph 8.6. Client shall not use any such Perpetually Licensed Content in connection with any software or system, which is not provided or approved in writing by TR. Following the termination or expiry of this Agreement or of the relevant Content Service, any Perpetually Licensed Content that was hosted by TR prior to termination or expiry will be supplied to Client in a fixed electronic medium as determined by TR EXW (INCOTERMS 2000) from TR's site as notified to the Client in writing.

6. **USE OF SOFTWARE**

6.1. Where Software is used in connection with Perpetually Licensed Content for the purpose of accessing and viewing such Content, on termination of that Content Service, TR shall (at its option) either: (i) grant Client a limited, non-exclusive, non-transferable perpetual license to use such Software solely for that purpose and supply such Software to Client in a fixed electronic medium as determined by TR EXW (INCOTERMS 2000) from TR's site as notified to the Client in writing; or (ii) supply the Perpetually Licensed Content to Client under Clause 4 in such form as can be run and viewed using commercially available software approved by TR, the purchase of which shall be the responsibility of Client.

6.2. If TR provides any Software to Client pursuant to Clause 6.1 then following termination of the Content Service, TR shall have no obligation to continue providing support in relation to such Software unless otherwise agreed between the parties under a separate support agreement. TR MAKES NO WARRANTIES AND ACCEPTS NO LIABILITY IN RELATION TO CLIENT'S USE OF ANY SUCH SOFTWARE FOLLOWING THE TERMINATION OF A CONTENT SERVICE.

7. **THIRD PARTY CONTENT**

7.1. Client acknowledges it may receive access to Content that originates from a source other than TR ("**Third Party Content**") through the Products. Where applicable, the Third Party Terms Schedule may contain additional terms and conditions which shall apply in relation to Client's and/or any End Users' use of such Third Party Content in addition to terms and conditions of this Content Services Schedule. Client may also be required, as a condition of access or continued access to such Third Party Content, to enter into a direct agreement with or to comply with additional terms and conditions of the relevant Third Party Supplier, as notified to Client by TR from time to time. Any such terms and conditions or agreement with the



Third Party Supplier will not amend these Terms and Conditions as between TR and Client but will be additional terms and conditions that Client will be required to comply with as a condition of it using such Third Party Content.

- 7.2. To the extent that Client archives or redistributes Third Party Content, Client must obtain all required approvals for such archiving and redistribution and upon request provide copies of such approvals to TR.
- 7.3. Client shall be responsible for any and all costs and fees associated with direct agreements entered into with any such Third Party Suppliers. Client acknowledges that Third Party Suppliers may change the Fees for their Content at any time.
- 7.4. If a Third Party Supplier ceases to make its Third Party Content available to TR or requires TR to suspend or terminate the provision of all or any part of its Third Party Content to Client or to any of its End Users, then TR may suspend or terminate that part of the Content Service that contains such Third Party Content immediately without notice or further obligation to Client, other than to pass through to Client any amounts refunded by the Third Party Supplier representing a pro rata portion of any pre-paid Fees for such Third Party Content.
- 7.5. Client acknowledges and agrees that, except where it has entered into a relevant written agreement directly with a Third Party Supplier, it has no contract with any Third Party Supplier in respect of the supply of the Third Party Content. No Third Party Supplier owes Client any duty of care with respect to its Third Party Content or accepts any responsibility for them. IF A CONTRACT OR DUTY SHOULD BE HELD TO EXIST, TR, AS AGENT FOR EACH THIRD PARTY DATA SUPPLIER AND SOLELY FOR THE PURPOSE OF THE FOLLOWING EXCLUSION, EXCLUDES THE LIABILITY OF EACH THIRD PARTY SUPPLIER FOR ANY LOSSES OF CLIENT, WHICH MAY ARISE UNDER THAT CONTRACT OR DUTY.

8. RESTRICTIONS ON USE

- 8.1. Client undertakes not to, and to procure that End Users will not:
 - 8.1.1. use, copy, adapt, translate, modify, reverse engineer, decompile, disassemble, sub-license, sell or distribute any Licensed Material other than to the extent that they are expressly licensed to do so under paragraphs 4, 5 and/or 6 above or otherwise as expressly permitted by law, where such rights cannot be modified by agreement;
 - 8.1.2. unless Client has purchased an Archive License or a license to Perpetually Licensed Content, store records downloaded or printed from the Content Service for longer than three (3) months;
 - 8.1.3. (i) create derivative databases or other works whether using all or some of the Licensed Materials; or (ii) otherwise use the Licensed Materials (or any

portion or derivation of the Licensed Materials) in any product or service, except in an Internal Database System (subject to paragraph 8.1.2) for Client's internal business purposes only where use is limited to access by employees or full-time contractors of Client only;

- 8.1.4. use the Content Service, directly or indirectly, on a time sharing, remote job entry or service bureau basis or otherwise for the benefit of any third party;
 - 8.1.5. use a Content Service in breach of the terms of the License Level;
 - 8.1.6. disclose the Login Details to any third party or allow third parties to use the Login Details to access the Licensed Materials (whether on the End User's behalf or otherwise);
 - 8.1.7. create a denial of service, hack into, make unauthorized modifications of or otherwise impede the Content Service, whether by the use of malware or otherwise, intercept the communications of others using the Content Service or falsify the origin of Client's or the End User's (as applicable) communications or attempt to do any of the foregoing;
 - 8.1.8. use the Content Services for any illegal or injurious purpose or to publish, post, distribute, receive or disseminate defamatory, infringing, obscene, or other unlawful material or to threaten, harass, stalk, spam, abuse, or otherwise violate the legal rights (including without limitation rights of privacy and publicity) of others;
 - 8.1.9. use a Content Service: (i) for any medical diagnosis or treatment purpose; or (ii) to create an index if that index will be used as a tradable instrument in the nature of a security; or
 - 8.1.10. redistribute any of the Content to any competitor of TR or its Third Party Suppliers.
- 8.2. Where, in relation to a Content Service, the License Level set out on the Cover Sheet is "Named End User", Client shall ensure that no more End User IDs than the number of Named End User licenses set out on the Cover Sheet are provided to any individuals and that the End User IDs are not transferred from one individual to another.
 - 8.3. Where, in relation to a Content Service, the License Level set out on the Cover Sheet is "Concurrent End User", Client shall ensure that no more End Users than the number of Concurrent End User licenses set out on the Cover Sheet access the Content Service at any one time.
 - 8.4. Where applicable, Client shall ensure that no more than the number of concurrent searches, as stated in the Cover Sheet, are carried out on a Content Service concurrently at any one time.
 - 8.5. Client acknowledges that the Software and any accompanying Documentation may be subject to



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applicable export control laws and regulations of the USA or its country of origin. Client agrees not to export or re-export the Software and/or Documentation, directly or indirectly, to any countries that are subject to USA export restrictions or export restrictions of its country of origin.

Index Chemicus
Journal Citation Reports
Science Citation Index Expanded
Social Sciences Citation Index
Zoological Record

8.6. Client's use of the Perpetually Licensed Content or any Software on a perpetual basis shall be subject to the restrictions and obligations set out in this Agreement and TR may terminate Client's perpetual license if Client fails to comply with such restrictions and obligations.

8.7. Client acknowledges that the Content Services do not include any Content that constitutes a recommendation to buy or sell securities of any kind and that in providing the Content Service to Client TR has not undertaken any liability or obligation relating to the purchase or sale of any securities for or by Client or the provision of investment advice in relation to such purchase or sale.

8.8. CLIENT UNDERSTANDS THAT TR IS AN INFORMATION PROVIDER AND DOES NOT PROVIDE LEGAL, FINANCIAL OR OTHER PROFESSIONAL ADVICE. THE INFORMATION, MATERIALS AND OPINIONS (IF ANY) CONTAINED IN THE CONTENT SERVICES ARE FOR GENERAL INFORMATION PURPOSES ONLY, ARE NOT INTENDED TO CONSTITUTE LEGAL OR OTHER PROFESSIONAL ADVICE, AND SHOULD NOT BE RELIED ON OR TREATED AS A SUBSTITUTE FOR SPECIFIC ADVICE RELEVANT TO PARTICULAR CIRCUMSTANCES. NEITHER TR NOR ITS AFFILIATES NOR ANY OF ITS THIRD PARTY SUPPLIERS SHALL BE LIABLE FOR ANY LOSS THAT MAY ARISE FROM ANY RELIANCE BY CLIENT, OR ANY THIRD PARTIES, ON THE INFORMATION OR OTHER MATERIALS CONTAINED IN THE CONTENT SERVICES.

9. SURVIVAL OF TERMS

Paragraphs 1 and 8 and (subject to termination pursuant to paragraph 8.6) paragraphs 5 and 6 shall survive termination or expiry of this Agreement or the applicable Content Service.

10. INSTITUTIONAL REPOSITORY LICENSE

10.1 Upon request by Client, TR will grant Client a limited, non-exclusive, non-transferable right to use the TR web services applications programming interface ("API") to access any of the above-listed Content Services to which Client currently subscribes, solely for the purpose of extracting, maintaining and displaying certain bibliographic data fields in a publicly available or internal institutional repository during the term of Client's subscription to the relevant Content Service(s). Such institutional repository may only include data regarding materials authored by Client's faculty, students or affiliated researchers, and may not include the following types of information: (i) article abstracts; (ii) cited references; (iii) citing articles; and (iv) author contact information. In addition, Client shall include a hyperlink to the appropriate Content Service in each institutional repository record that contains any Content.

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

11. PERPETUALLY LICENSED CONTENT

11.1 Where the Cover Sheet indicates that the Content contained within a Content Service is Perpetually Licensed Content, the rights granted under clause 4 in respect of such Content existing as of the relevant End Date shall be perpetual.

11.2 Client shall not use any Perpetually Licensed Content in connection with any software or system that is not provided or approved in writing by TR.

11.3 Following the termination or expiry of this Agreement or of the relevant Content Service, any Perpetually Licensed Content that was hosted by TR prior to termination or expiry will be supplied **without additional fees** to Client in a fixed electronic medium as determined by TR upon request by Client.

12 SOFTWARE FOR PERPETUALLY LICENSED CONTENT

12.1 With the exception of EndNote, EndNote Web and any successor products, where Software is used in connection with Perpetually Licensed Content for the purpose of accessing and viewing such Content, TR shall grant Client a limited, non-exclusive, non-transferable, perpetual license to use such Software solely for that purpose and

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

Arts & Humanities Citation Index
Biological Abstracts
BIOSIS Citation Index
BIOSIS Previews
Conference Proceedings Citation Index
Current Chemical Reactions
Current Contents Connect
Current Contents Connect Collections
Current Contents Search
Derwent Innovations Index
Essential Science Indicators
InCites



supply such Software to Client **without additional fees** in a fixed electronic medium as determined by TR upon termination of the relevant Content Service.

12.2 If TR provides any Software to Client pursuant to clause 10.1, then following termination of the relevant Content Service, TR shall have no obligation to provide support in relation to such Software unless otherwise agreed between the Parties under a separate support agreement. TR MAKES NO WARRANTIES AND ACCEPTS NO LIABILITY IN RELATION TO CLIENT'S USE OF ANY SUCH SOFTWARE FOLLOWING THE TERMINATION OF A CONTENT SERVICE.

13 TERMINATION OF PERPETUAL LICENSE

Client's use of the Perpetually Licensed Content or any Software on a perpetual basis shall be subject to the restrictions and obligations set out in this Agreement, and TR may terminate Client's perpetual license if Client fails to comply with such restrictions and obligations.

14 USAGE REPORTING

With respect to the Content Service(s) designated above, TR will make available to Client statistics regarding the usage of such Content Service by Client and/or End Users in conformance with those guidelines and standards adopted and approved by the International Consortium of Library Consortia (ICOLC) in compliance with the COUNTER Codes of Practice.

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

Aureka
PatentWeb
Thomson Innovation
Trademark.com

15 OTHER PERMITTED USES OF CONTENT

15.1 During the Term, in relation to each above-listed Content Service for which an End User is licensed, such End User may distribute limited, specifically relevant portions of the Content for interactions with (i) government regulatory

agencies; (ii) third parties in connection with potential licensing transactions; and (iii) third parties for the purpose of representing or advising Client during litigation or other procedures for the application, renewal, extension or enforcement of Intellectual Property Rights, in each case in connection with Client's products or services.

15.2 During the Term, Client may maintain and use Content from any of the above-listed Content Services in an Internal Database System or in analytical tools for Client's internal business purposes only, where use is limited to access by End Users only, except as otherwise permitted on the Cover Sheet.

SUPPLEMENTAL TERMS AND CONDITIONS APPLICABLE TO TAGGED DATA:

16 OTHER PERMITTED USES OF TAGGED DATA

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

17 DELIVERY OF TAGGED DATA

TR will provide the Tagged Data to Client in the format that is indicated on the Cover Sheet.