



INTELLECTUAL PROPERTY & SCIENCE  
 LICENSE AGREEMENT  
 COVER SHEET

EFFECTIVE DATE: April 27, 2015

PARTIES

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

<b>(2)</b>	<b>CLIENT</b>
<b>Full Name</b>	SLOVAK CENTRE OF SCIENTIFIC & TECHNICAL INFORMATION ("CLIENT")
<b>Address</b>	LAMACSKA CESTA 8A BRATISLAVA, 811 04 SLOVAKIA
<b>Jurisdiction of Incorporation</b>	SLOVAKIA
<b>Registration Number</b>	

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)	License		Initial Term	Delivery Method	Host	Contract Year 1 Fees
	# of End Users/ License Level	Type of License				
JOURNAL CITATION REPORTS SCIENCE EDITION - METRICS FILE	Site	Perpetual License	April 27, 2015 to May 31, 2015	Internet	TR	€499,00
JOURNAL CITATION REPORTS SOCIAL SCIENCES EDITION - METRICS FILE	Site	Perpetual License	April 27, 2015 to May 31, 2015	Internet	TR	€499,00
<b>Total Fees</b>						€998,00
<b>Currency</b>						EUR
<b>Frequency of Payment</b>						One-Off
<b>Advance/Arrears</b>						Adv



<b>"Perpetually Licensed Content"</b>	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.
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**License Levels and End User License Definition:**

License Level	End User License Definition
<b>"Site"</b>	An End User License where any Employee/Member of Client located at the Site(s) set out below can access the Product with the Login Details.
<b>"Employee/Member"</b>	(i) in relation to a commercial or government entity, an employee of that entity; or (ii) in relation to an academic institution, an employee, current student or full faculty member of that institution and any persons who are not employees, current students, or faculty members of the institution but who are permitted to access the institution's information services from computer terminals located in the institution's library facilities on an occasional basis ("Walk-In Users"). For the avoidance of doubt, remote access to the Content Services by Walk-In Users is not permitted.

<b>Site(s)</b>	LAMACSKA CESTA 8A BRATISLAVA, 811 04 SLOVAKIA
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This Cover Sheet is subject to the Terms and Conditions attached hereto. 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 & TECHNICAL INFORMATION**

BY:

BY:

NAME: Arben Morina  
Printed:

NAME: JAN TURNA  
Printed:

TITLE: Vice President, Global Operations

TITLE: DIRECTOR GENERAL

DATE: April 27, 2015

DATE: MAY 13, 2015



THE IP & SCIENCE DIVISION OF THOMSON REUTERS  
STANDARD TERMS AND CONDITIONS (VERSION 1.6) (US Law)

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

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

**“Affiliate”** means in relation to a Party, any entity that from time to time, directly or indirectly Controls, is Controlled by, or is under common Control with that Party;

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

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

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

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

**“Cover Sheet”** means a TR Cover Sheet signed by TR and Client incorporating these Terms and Conditions and if applicable, any SOWs attached to the Cover Sheet;

**“Fees”** means the fees payable by Client as set out on the Cover Sheet;

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

**“Party”** means a party to this Agreement;

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

**“Service”** means any service, including a Professional Service, a Support Service, a maintenance, support or training service to be provided by TR under this Agreement;

**“SOW”** has the meaning given in the Professional Services Schedule;

**“Term”** means, in relation to a Product or Service, the Term set out on the Cover Sheet;

**“Third Party Supplier”** means a third party supplier of content, software or technology;

**“Update”** means the release of a version of the applicable Product containing error corrections, fixes, patches or

adjustments to the Product, but not including major structural changes and/or significant new features, such version being recognized by an increase in the value of the secondary version number (e.g., version 3.0 to be replaced by version 3.1); and

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

1.2. In the event of any conflict between:

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

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

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

2. TERM, TERMINATION AND SUSPENSION

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

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

2.3. TR may terminate this Agreement or, at its discretion, any Product or Service with immediate effect if any organization which is a competitor of TR acquires Control of Client.

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

2.5. UPON TERMINATION OR CANCELLATION UNDER CLAUSES 2.3 OR 2.4 RESPECTIVELY, IF CLIENT HAS PRE-PAID ANY FEES FOR THE RECEIPT OF THE PRODUCT OR SERVICE IN RESPECT OF ANY PERIOD FOLLOWING THE TERMINATION OR CANCELLATION DATE, TR'S SOLE LIABILITY TO CLIENT IN RESPECT OF SUCH TERMINATION OR CANCELLATION SHALL BE TO REFUND THE FEES ALLOCABLE TO THAT PRODUCT OR SERVICE FOR THE PERIOD FOLLOWING THE TERMINATION OR CANCELLATION DATE.

2.6. Without prejudice to its other rights and remedies, TR may suspend the provision of any Product or Service 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.

3. CONSEQUENCES OF TERMINATION OR EXPIRY

3.1. Upon termination or expiry of this Agreement (**“End Date”**), all licenses granted under this Agreement shall cease, except those



licenses that are stated to continue beyond the End Date, which shall continue for the applicable period.

- 3.2. Upon termination of a license pursuant to the terms herein, Client shall:
- 3.2.1. immediately cease access to and use of all relevant TR Confidential Information and Products; and
- 3.2.2. within thirty (30) days, cause all End Users to erase or destroy all copies (in all formats and all media) of such TR Confidential Information and Products 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 such actions have been completed in accordance with this clause 3.2.
- 3.3. Upon cancellation of a Product or Service, the provisions of clauses 3.1 and 3.2 shall apply in respect of that Product or Service (and "End Date" shall be taken to mean the date of cancellation of the applicable Product or Service).
- 3.4. Clauses 1, 2.5, 3, 5, 6, 7, 8, 9 and 12 will survive termination or expiration of this Agreement for any reason.
- 3.5. Termination of this Agreement, or cancellation or suspension of a Product or Service will not affect any rights accrued at the date of expiry, termination, suspension or cancellation.

#### 4. WARRANTIES

- 4.1. TR warrants that it has the right to grant all licenses granted under this Agreement.
- 4.2. TR warrants that it will provide any Service in accordance with industry standards using personnel having reasonably appropriate skills, experience, qualifications and knowledge.
- 4.3. Each Party warrants to the other that it has authority to enter into this Agreement and that the entering into this Agreement and the performance of its obligations under it will not violate any applicable laws, directives, regulations, other statutory or legislative provisions or mandatory codes of conduct in force from time to time.
- 4.4. **All warranties, conditions and terms implied by statute or common law, including warranties as to merchantability, satisfactory quality and fitness for a particular purpose, are excluded to the maximum extent permitted by law. TR does not warrant that any Product will be delivered free of interruptions, delays, omissions or errors, or that all errors will be corrected.**

#### 5. EXCLUSION AND LIMITATION OF LIABILITY

- 5.1. NEITHER PARTY WILL BE LIABLE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR:
- 5.1.1. LOSS OF PROFITS, BUSINESS, OPPORTUNITY, REPUTATION OR ANTICIPATED SAVINGS;
- 5.1.2. CORRUPTION, ALTERATION, DAMAGE, LOSS OR MISTRANSMISSION (AS APPLICABLE) OF CLIENT'S OR ANY THIRD PARTY'S DATA, SOFTWARE, HARDWARE OR SYSTEMS;
- 5.1.3. LOSS OR DAMAGE RESULTING FROM THE INADEQUACY OF SECURITY OF DATA DURING TRANSMISSION VIA PUBLIC ELECTRONIC COMMUNICATIONS NETWORKS OR FACILITIES,
- IN EACH CASE WHETHER DIRECT OR INDIRECT; OR
- 5.1.4. ANY OTHER INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWEVER SUCH INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE MAY ARISE EVEN IF SUCH PARTY OR ANY OF ITS AFFILIATES HAVE

BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES.

- 5.2. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY OR ITS AFFILIATES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED, IN ANY 12-MONTH PERIOD, THE FEES PAID OR PAYABLE BY CLIENT UNDER THIS AGREEMENT FOR THE APPLICABLE PRODUCT OR SERVICE DURING SUCH 12-MONTH PERIOD.
- 5.3. Clauses 5.1 and 5.2 shall not apply in relation to: (i) each Party's obligation to indemnify the other Party under this Agreement; (ii) Client's payment obligations; (iii) any liability arising out of or in connection with Client's infringement of any Intellectual Property Rights in the Products licensed by TR under this Agreement; (iv) death or personal injury resulting from a Party's negligence; (v) fraud, fraudulent misrepresentation or deceit; (vi) if applicable, breach of the obligations arising from Section 12 of the Sale of Goods Act 1979; or (vii) any other liability that cannot be excluded or limited under applicable laws. Notwithstanding Clause 5.3(i) above, in the event TR's indemnity obligation in clause 7.1.1 arises from information, technology, software or content that TR obtained from a Third Party Supplier, TR's monetary liability to Client will be limited to the amount TR recovers from the relevant Third Party Supplier, divided by the number of other actual or potential claims by TR's customers (including Client) against TR arising from such information, technology, software or content.
- 5.4. Client's Affiliates shall not have any rights to enforce any provisions of this Agreement. Claims against TR, TR's Affiliates and its Third Party Suppliers shall be made by Client only, whether on Client's own behalf or as agent and trustee for its Affiliates, provided that all such claims shall always be deemed to be made cumulatively by Client (and not by several persons) and shall be subject to clauses 5.1, 5.2 and 5.3 accordingly.

#### 6. CONFIDENTIAL INFORMATION

- 6.1. Each Party (the "Receiving Party") shall keep any Confidential Information received from or belonging to the other or its Affiliates (the "Disclosing Party") secret and shall not:
- 6.1.1. disclose such Confidential Information to anyone except to those of its employees, suppliers, contractors or agents who are bound by confidentiality obligations, for internal use only where disclosure is necessary to perform its obligations or exercise its rights under this Agreement; or
- 6.1.2. use such Confidential Information other than to perform its obligations or exercise its rights under this Agreement without the prior written consent of the Disclosing Party.
- 6.2. Clause 6.1 shall not apply to any Confidential Information to the extent that:
- 6.2.1. it is or becomes generally and freely available to the public through no fault of the Receiving Party or its employees, contractors or agents; or
- 6.2.2. it can be shown to have been independently originated by the Receiving Party or communicated to it by a third party on a non-confidential basis provided that such third party did not breach a confidentiality obligation in making such communication to the Receiving Party.
- 6.3. In the event that the Receiving Party becomes legally compelled (or requested by an applicable regulatory body) to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice (unless legally prohibited) so that the Disclosing Party may either: (i) seek an order preventing disclosure or such other appropriate remedy (and if the Disclosing Party seeks such an order or remedy, the Receiving Party will provide such cooperation as the Disclosing Party reasonably requests); and/or (ii) waive compliance with the provisions of this clause 6. In the event that such an order or other remedy is not obtained, or if the Disclosing Party waives



compliance with the provisions of this clause 6, the Receiving Party will furnish only that portion of the Confidential Information which is legally required (in the reasonable opinion of its legal counsel).

## 7. INDEMNITY

### 7.1. Subject to clause 7.2:

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

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

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

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

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

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

## 8. FEES AND PAYMENT

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

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

8.3. Client will also pay all applicable taxes and duties (including withholding taxes, but excluding income taxes imposed on TR).

Client will provide to TR written evidence of any withholding tax paid by Client or any tax exemption on which Client wishes to rely.

8.4. Unless otherwise set out in this Agreement, the Fees shall be effective throughout the Term set out on the Cover Sheet.

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

8.6. Upon providing Client with reasonable prior written notice, 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 Products are being used in a manner consistent with the provisions of this Agreement. Client shall co-operate with, and provide such applicable information as is reasonably requested by, 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 determines that Client is using the Products in a manner inconsistent with the provisions of this Agreement, Client shall (i) immediately cease such inconsistent use or, upon written agreement between the Parties, pay to TR additional Fees sufficient to permit such use, and (ii) reimburse TR for the cost of such audit.

## 9. INTELLECTUAL PROPERTY

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

## 10. EXPORT CONTROL

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

## 11. DATA PRIVACY AND DATA SECURITY

The Parties will at all times process Client Personal Data in accordance with applicable laws and regulations governing the processing of Personal Data. Client shall ensure that any Client Personal Data that it discloses to TR (including when it uploads such Client Personal Data into a Product hosted by TR) is disclosed in accordance with the laws and regulations applicable to Client. The Parties shall use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to alleged unauthorized access, use, processing or disclosure of Client Personal Data. Each Party will use (and will require all third parties that it engages to use) appropriate physical, technical and organizational measures to protect Client Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access. For the purposes of this Agreement, "**Personal Data**" means any information that, alone or in combination with other information, can be used to identify, locate or contact an individual, including a name, email address, physical address, telephone number or publication authored by an identifiable individual, and "**Client Personal Data**" means the



Personal Data provided to TR for the purpose of providing Products and/or Services to Client.

**12. GENERAL**

- 12.1. Neither Party will be liable to the other for any failure or delay in the performance of its obligations under this Agreement due to circumstances beyond its reasonable control.
- 12.2. Failure or delay by either Party in exercising any right or power hereunder will not constitute a waiver of such right or power unless agreed in writing pursuant to clause 12.6.
- 12.3. Client shall not assign, sub-license or delegate any of its rights or obligations under this Agreement without the prior written consent of TR. TR may sub-contract or transfer all or any of its rights or obligations under this Agreement to any third party, provided that in the case of sub-contracting, 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 12.3 shall be null and void.
- 12.4. Any notice given under this Agreement must be in English, in writing, signed by or on behalf of the Party giving it and delivered personally or sent by express courier or pre-paid registered or certified post to the address set out on the Cover Sheet (or as otherwise notified in writing by that Party by notice complying with the terms of this clause). 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. All notices will be treated as being received on the date that the notice is recorded as having been delivered.
- 12.5. This Agreement contains the entire agreement of the Parties as to its subject matter and supersedes any and all prior written or

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

- 12.6. Any amendment to this Agreement shall only be effective if in writing and executed by a duly authorized representative of each Party.
- 12.7. If any provision of this Agreement is determined to be illegal or unenforceable by any court of competent jurisdiction, it shall be deemed to have been deleted without affecting the remaining provisions.
- 12.8. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware without regard to its principles governing conflicts of law.
- 12.9. Each Party intends that TR's Affiliates and Third Party Suppliers shall be third party beneficiaries of this Agreement and, thus, entitled to enforce this Agreement as if an original party hereto. There shall be no other third party beneficiaries.
- 12.10. This Agreement may be executed via electronic transmission. The parties may exchange signed copies of the Agreement by facsimile, e-mail or other electronic means and such signed copies shall be legally binding.



## CONTENT SERVICES SCHEDULE

### TERMS AND CONDITIONS APPLICABLE TO CONTENT SERVICES PRODUCTS

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

#### 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

#### 2. RIGHTS OF USE

2.1. Subject to payment of the applicable Fees, 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 applicable Content Service(s) on the terms set out in clauses 2.2, 2.3 and 2.4 below and within the scope of the License Level.

2.2. During the Term, in relation to each Content Service for which an End User is licensed, such End User may:

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

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

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

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

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

#### 3. RESTRICTIONS ON USE

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

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

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

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

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

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

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

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

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



- 3.3. Where, in relation to a Content Service, the License Level set out on the Cover Sheet is "Concurrent End User", Client shall ensure that no more End Users than the number of Concurrent End User licenses set out on the Cover Sheet access the Content Service at any one time.
- 3.4. Client understands that TR is an information provider (including opinions) for general information purposes only and does not provide legal, financial, medical or other professional advice. Some Content Services may contain the opinions of third parties, and TR and its Affiliates are not responsible for such opinions. Likewise, TR is not responsible for any damages resulting from any decisions of Client, or any other party accessing a Content Service through Client, that are made in reliance on the Content Service. Client agrees that it uses the Content Service at its own risk in these respects,
- 3.5. Where applicable and as a condition of TR providing the Content Services, Client shall ensure that it maintains all such licences and obtains all such consents and approvals to enable TR to host any Client Materials which Client requires TR to host and/or make accessible for use by End Users through the Content Services.

#### 4. PROVISION OF ACCESS TO THE CONTENT SERVICES

- 4.1. If TR hosts the relevant Content Service, TR:
  - 4.1.1. 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;
  - 4.1.2. may suspend access to the Content Service in order to perform maintenance, network upgrades or other work related to the host site and, where reasonably practicable, will provide reasonable advance notice to Client of such suspension; and
  - 4.1.3. shall use commercially reasonable endeavors to:
    - (i) maintain server capacity and Internet connection bandwidth to the location where 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 maintenance, network upgrades or other work related to the host site; and
    - (iii) restore access to the Content Service in the event of an unscheduled interruption or suspension of service.
- 4.2. TR may change the format or nature of a Content Service at any time and shall provide Client with as much prior notice as is reasonably practicable of any such changes.
- 4.3. Client shall be responsible for ensuring that the devices that its End Users use to access the Content Service meet the minimum operating specifications as may be notified by TR from time to time in writing.

#### 5. THIRD PARTY CONTENT

- 5.1 Client acknowledges it may receive access to content that originates from a source other than TR ("Third Party Content") through the Content Services. Use of such Third Party Content shall be subject to the terms and conditions posted at <http://ip-science.thomsonreuters.com/terms-of-business/> in addition to the terms and conditions of this Content Services Schedule.
- 5.2 To the extent that Client archives or redistributes Third Party Content, Client must obtain all required approvals for such archiving and redistribution and upon request, provide copies of such approvals to TR.
- 5.3 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, which contains such Third Party Content, immediately without notice or further obligation to Client.

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

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

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

#### 6 INSTITUTIONAL REPOSITORY LICENSE

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

#### SUPPLEMENTAL TERMS AND CONDITIONS APPLICABLE TO A CUSTOM DATASET:

#### 7. OTHER PERMITTED USES OF A CUSTOM DATASET



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

**8. DELIVERY OF A CUSTOM DATASET**

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