



PROFESSIONAL SERVICES ORDER FORM

Order Form Date : February 5, 2021
Project ID: OPP-00330220-Czech Elib - Raw Data

Clarivate Analytics (UK) Ltd ("Clarivate")
Friars House
160 Blackfriars Rd
London SE1 8EZ
United Kingdom

The Order Form is subject to the agreement referenced below, which outline the terms & conditions under which we will provide you the Services:

Contracting Entity : Narodni technicka knihovna

Client Address : TECHNICKA 6/2710
PRAGUE 6, 160 80
Czech Republic

Service(s)	Year 1 Fees
As described in the attached Statement of Work	See Total Fees Below
Total Fee(s) USD \$ 79,000.00	

AGREEMENTS

GOVERNING TERMS & CONDITIONS : Please refer to the Original Agreement entered into between the parties dated December 18, 2020 (WoS, published in the Czech Register of Contracts under ID No. 13980179

STATEMENT OF WORK: Please refer to the attached Statement of Work dated February 5, 2021

GOVERNING LAW & JURISDICTION : Czech Republic **RENEWAL TERM :** 12 months

ADDITIONAL TERMS

Professional services

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

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

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



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

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

SIGNATURE

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

