

Clarivate Analytics (UK) Ltd 70 St. Mary Axe London EC3A 8BE United Kingdom

Order Form:

By signing this Order Form ("Order") you agree to license the Products subject to the Agreement described below and you certify that you are authorized to enter into this Agreement on behalf of the Client.

Client:	Technical University of Liberec			
Authorization by Client:		Authorization by: Clarivate Analytics (UK) Ltd		
Signature:		Signature:		
Name:	Duly Authorized Signature doc. RNDr. Miroslav Brzezina, CSc	Name: c., dr. h. c.	Andrew Wright	
Title:	Rector	Title:	Director	
Date Signed:		Date Signed:		

Q-00694514

				₹ 0005-131-1
Product Name	Code	Start Date	End Date	Price
Web of Science Researcher API	WOS45021636	10/1/2024	9/30/2025	7,200.00 USD

Total Price: 7,200.00USD

Renewal Term:

The Term will renew upon mutual written agreement.

Product Terms:

GOVERNING LAW & JURISDICTION England and Wales

GOVERNING TERMS: Please refer to the Clarivate Terms attached hereto as Exhibit A.

Additional Information:

PRODUCT/SERVICE TERMS : Please refer to the Product / Service Terms attached as Exhibit B for Web of Science Researcher API

ADDITIONAL TERMS

EMPLOYEE/MEMBER

EMPLOYEE/MEMBER: In relation to a commercial or government entity, an employee of that entity; or in relation to an academic institution, (i) An

employee, current student or full faculty member of that institution. (ii) Any other persons who are permitted to access the institution's information

services on an occasional basis from computer terminals physically located in the institution's library

facilities.

LICENSE LEVEL AND END USER LICENSE

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

LICENSE RIGHTS

PERPETUAL: License rights continue in perpetuity unless terminated by us due to your breach or insolvency. LIMITED: License rights continue until the end of the term of the service.

DELIVERY METHOD AND HOST

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

Legal Notice Information
Client Entity: Technical University of Liberec
Client Legal Address: Studentská 1402/2 Liberec Czech Republic 461 17

Billing Information: Please review your billing address to ensure its accuracy.	Shipping Information: Please confirm the shipping address is accurate.
Jitka Venclakova	Technical University of Liberec
jitka.venclakova@tul.cz	Studentská 1402/2 Liberec Czech Republic 461 17
Technical University of Liberec	
Studentská 1402/2 Liberec Czech Republic 461 17	
Electronic Invoice Recipient(s):	Electronic Renewal Recipient(s):
If your subscribing institution requires the use of	Tax Registration Number #
Purchase Orders, please indicate below.	If tax exempt, please include copy of supporting
Purchase Order #	documentation with signed agreement or email a
	copy to tax.certificates@clarivate.com
Billing Information Notes	

Invoices will be emailed to the bill-	To sign up for our auto-renewal program as part of our 'go green'
to-contact and renewals will be	initiative, please check this box: \square
emailed to the ship-to-contact. If	Your subscription to the service will automatically renew for successive
your institution is unable to accept	12 month periods at the rate set forth in the renewal invoice sent to
electronic invoices, please check	the Client, unless Client sends written cancellation notice to Clarivate
this box: \square	within 30-days of the Client's receipt of the renewal invoice, with such
	cancellation to be effective as of the end of the current subscription
	period.

IP Authentication:	Barcode Scheme:	Alternative Authentication:	LIBCODE		
	Length: Prefix:				
Authentication Instructions:					

Account Manager Information:

Massimiliano Bearzot

| massimiliano.bearzot@clarivate.com



Clarivate Terms

These Terms govern your use of the Clarivate products, services, and other deliverables ("**Products**") that you install or access through our platform(s) or website(s), or are otherwise identified in your order form, statement of work, quotation or other ordering document (each referred to as an "**Order**"). "**We**", "**our**" and "**Clarivate**" means the Clarivate entity identified in the Order: "**you**" and "**your**" means the Client entity identified in the Order.

The Order, any product/service specific terms and conditions and other applicable documents referenced in the Order or these Terms, as updated by Clarivate from time to time, constitute the complete agreement between us ("Agreement"), and supersede any prior discussions or representations regarding your Order, unless fraudulent. Other terms and conditions you seek to incorporate in any purchase order or otherwise, even where such document is signed by Clarivate as a courtesy, are excluded, and your use of the Products confirms your acceptance of these Terms. Your continued access, renewal, payment and/or and use of the Products constitute your acknowledgment and acceptance of the latest version of these Terms.

1. Our Products and Services

- (a) Orders. Your Order identifies the Products, quantities, relevant license and restrictions, fees and charges, permitted users ("Authorized Users") and other relevant details of your Order.
- **(b)** Intellectual Property. Together with our licensors, we retain all ownership of and all rights in the Products (including any underlying software, data models, databases or data sets), any pre-existing codes, content, methodologies, templates, tools or other materials used in performing services, and any configurations, modifications or derivatives thereto (collectively "Clarivate IP"). Clarivate IP constitutes our valuable intellectual property, confidential information and trade secrets, and you may only use it as expressly permitted in the Agreement. You must promptly notify Clarivate if you become aware of any unauthorized use of Clarivate IP.
- **(c) Compliance.** Clarivate and you shall act at all times in accordance with the laws, rules, regulations, export controls and economic sanctions as they apply to such party in connection with its obligations under the Agreement ("Applicable Laws").
- **(d) Updates**. The Products change from time to time. If we fundamentally change the Products in a way which materially impairs your usage of the Products, you may terminate the affected Products on written notice no later than 30 days after the change.
- **(e) Passwords**. Your access to certain Products may require authentication (e.g. a password). Sharing passwords or facilitating access to unauthorized users is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that Clarivate IP is secure and inaccessible to unauthorized persons.
- **(f) Usage information**. We may collect information related to your use of our Products. We may use this information for legitimate business reasons including without limitation to recommend products, services or functionality that may interest users, to test and improve our Products and to protect and enforce our rights under the Agreement, and may pass this information to our third party providers for the same purposes.
- (g) Feedback and knowledge. Where you provide any comments, recommendation, suggestion or ideas, or any other feedback related to Clarivate IP ("Feedback") we may use and exploit such Feedback without restriction or obligation to you and you will not obtain any rights in Clarivate IP. We may freely use our general knowledge, skills and experience, and any ideas, concepts, processes, know-how and techniques developed by Clarivate while providing any Products (including professional services), provided we do not use your confidential or other proprietary information.
- **(h) Documentation**. You may print or download PDF copies of user guides, online help, release notes, training materials and other documentation provided or made available within the Products or published online, as updated from time to time ("**Documentation**") for your internal use with the Products, provided all copyright or proprietary rights notices are retained.
- (i) Third party providers. The Products may include data, software and services from third parties. Some third party providers require Clarivate to pass additional terms through to you, and you must comply with these additional terms as applicable. The third party providers change their terms occasionally and new third party providers are added from



time to time. To see the current third party additional terms that apply to your use of our Products visit https://clarivate.com/legal-center/terms-of-business/third-party-terms/

2. Your Obligations

- (a) Limited license. You may only use the Products in accordance with the applicable license set out in Sections 3 to 6, the relevant product/service terms referenced on the Order, and the Documentation. You are responsible for all acts or omissions of your users in connection with the Products, and ensuring users comply with these terms.
- (b) Your content. You retain ownership of your pre-existing content, data and materials that you provide to us, or use with the Products ("Content"). You hereby grant Clarivate a license to use your Content as required by Clarivate to provide you with the Products (including right to sublicense the same to our subcontractors, as required). You must (i) ensure your Content does not infringe third party rights or any Applicable Laws; and (ii) notify Clarivate in advance before transmitting to us, and clearly mark, any of your Content that contains restricted data, including the jurisdiction and classification under applicable export control laws. Restricted data may include any information, data, or source code that is on an export controls list or equivalent list of any applicable jurisdiction or that is related to weapons, military/defense, intelligence, or law enforcement; aerospace or subsea technologies; cryptography, encryption, or cybersecurity tools; advanced or cutting-edge items or technologies; or items that could pose a danger to health or safety. Unless your Order includes backup services, we disclaim all responsibility for backing up your Content.
- (c) General obligations. You must (i) ensure we have up-to-date contact and billing information for your Order; (ii) provide detailed, accurate and sufficiently complete information, specifications and instructions in a timely manner; (iii) ensure you are permitted to allow Clarivate to use and modify your equipment, systems, software and Content, as required to provide the Products; (iv) maintain then-current minimum technical requirements to access the Products, as applicable; and (v) perform any additional obligations specified in your Order. If reasonably requested, you must make authorized personnel available to agree on the impact of any failure or delay by you to comply with these requirements, and you must not unreasonably withhold or delay your consent to any consequential changes to the Agreement.
- **(d) Third-party technology**. You may only integrate our software with, or access our data from, third-party software, systems, platforms or products ("**Third Party Technology**") as permitted by the Agreement. You are responsible for procuring, maintaining and complying with any necessary license for the Third Party Technology (which is independent of the Agreement and your license to the Products).
- (e) Restrictions. You must not (i) introduce any malicious software into Clarivate IP or network; (ii) run or install any computer software or hardware on the Products or network; (iii) scrape data from the Products; or (iv) disable or bypass any functionality or restrictions within the Products.
- **(f) Artificial Intelligence**. Unless expressly permitted under a mutually agreed Artificial Intelligence Addendum or other written agreement with us, you must not use and access the underlying Clarivate proprietary data from the Products: (i) with any of your technology platforms or systems, in a manner which includes or involves your application of artificial intelligence, such as generative artificial intelligence, machine learning, algorithms or language models ("**AI Technologies**"); or (ii) to generate any content, such as code, languages, software, services, text, voice, audio, graphics, illustrations, workflows, images, videos or other outputs, in any form or media.
- (g) Limitations. Unless expressly permitted elsewhere in the Agreement, you may use the Products for your internal use only and shall not: (i) sell, sublicense, distribut e, display, store, copy, modify, decompile or disassemble, transform, reverse engineer, benchmark, frame, mirror, translate or transfer Clarivate IP in whole or in part, or as a component of any other product, service or material; (ii) create a derivative database or otherwise access and use Clarivate IP to create any derivative works, services or products (including tools, algorithms or models) that compete with or provide a substitute for a product offered by Clarivate or its third party providers; (iii) perform penetration testing; (iv) perform any text or data mining or indexing of the Products or any underlying data (v) use the Products or underlying data in conjunction with any third-party technology or (iv) allow any third parties or unauthorized users to access, use or benefit from Clarivate IP in any way whatsoever. For the avoidance of doubt, the exercise of legal rights that cannot be limited by agreement under applicable laws is not precluded.
- (h) Your Responsibilities. You are responsible for any violation of Applicable Laws or regulation, or violation of our or any third party rights (including unauthorized use) related to (i) your Content or your instructions to us; (ii) your



combination or modification of Clarivate IP, or use with any other materials; (iii) your failure to install updates we have provided to you; or (iv) your breach of the Agreement. You are also responsible for Claims brought by third parties receiving the benefit of the Products through you. If you use the Products in breach of Sections 2 (e) or (f) you must delete or destroy any infringing material on our request. You must reimburse Clarivate if we incur costs or suffer losses in the circumstances set out in this Section.

3. Information Services

- (a) Definition. "Information Services" means a product providing data, metadata, metrics, charts, graphs, literature or other information in any form (collectively "Licensed Information"), including via a Clarivate-provided tool, algorithm, process, web platform, an API, a datafeed, custom dataset or syndicated report.
- **(b)** License. Your Authorized Users may use the Information Service solely for internal analysis and research purposes. Where an Information Service is available via a Clarivate-provided web platform, subject to the Product functionality, Authorized Users may view, download and print reasonable amounts of the Licensed Information for their own individual use. We determine a "reasonable amount" of Licensed Information by comparing user activity against the average activity rates for all other users of the same product.
- (c) Distribution. Authorized Users may on an infrequent, irregular and ad hoc basis, distribute limited extracts of the Licensed Information internally to non-authorized users as incidental samples or for illustrative or demonstration purposes in reports or other documentation created in the ordinary course of their role. We determine a 'limited extract' as an amount of Licensed Information that has no independent commercial value and could not be used as a substitute for any service or product (or a substantial part of it) provided by us, our affiliates or third party providers. Licensed Information may also be distributed: (i) amongst Authorized Users; (ii) to government and regulatory authorities investigating you, if specifically requested; (iii) to persons acting on your behalf, to the extent required to provide legal or financial advice to you, and (iv) to third parties upon execution of a written agreement between Clarivate and the third party. You are responsible for ensuring use by such persons complies with the terms of this Agreement. For clarity, consent is not required for hosting services which host our Licensed Information solely on your behalf; provided, however that such third party shall in no way access or use the data for any purpose.
- (d) Attribution and representation. Where users quote and excerpt Licensed Information in their work as permitted by the Agreement, they must appropriately cite and credit Clarivate as the source. Attribution to Clarivate and use of the Licensed Information must not categorize or identify Clarivate as an 'expert' in any context and to ensure Licensed Information is not misrepresented or taken out of context. Without our prior written consent, the Licensed Information shall not be filed with any securities authorities.

4. Installed Software

- (a) Definition. "Installed Software" means software which is downloaded to or implemented on your servers.
- **(b)** License. You may install Installed Software only for your internal user. Software licenses do not include updates (bug fixes, patches, maintenance releases), upgrades (releases or versions that include new features or additional functionality), APIs or Professional Services unless expressly stated in the Order. Your Order details your permitted installations, users, locations, the specified operating environment and other permissions and restrictions. You may use Installed Software in object code only. You are responsible for backups and may only make necessary copies of the Installed Software for such purposes.
- **(c) Delivery**. Unless stated otherwise in your Order, we deliver Installed Software by making it available for download. You may first need to provide Clarivate with certain identifying information about your system administrator and you may be required to confirm availability or installation of our software.
- **(d) Acceptance**. Unless set forth otherwise in an Order, when you download Installed Software and Documentation, you are accepting it for use in accordance with the Agreement.

5. Hosted Software

- (a) Definition. "Hosted Software" means our software applications made available to you via the internet.
- **(b) License**. You may use our Hosted Software only for your internal use. Your Order details your Authorized Users, locations and other permissions and restrictions. Software licenses do not include updates (bug fixes, patches,



maintenance releases) or upgrades (releases or versions that include new features or additional functionality), unless you are on a multi-tenant solution or where you have purchased maintenance including such services.

- **(c) Delivery.** We deliver our Hosted Software by providing you with online access to it. Unless set forth otherwise in an Order, when you access our Hosted Software, you are accepting it for use in accordance with the Agreement.
- (d) Content. You grant Clarivate permission to use, store and process your Content. Access and use of your Content by us, our employees and contractors to the extent necessary to deliver the Hosted Software, including training, research assistance, technical support and other services. We will not disclose your Content except to support the Hosted Software, unless required by Applicable Laws (when we will use our reasonable efforts to provide notice to you). We may delete or disable your Content if required under Applicable Laws or where such Content violates the Agreement (and we will use our reasonable efforts to provide notice to you of such action). You may export your Content prior to termination or, where Content cannot be exported and is accessible by us, we may, at your cost and upon execution of an Order for such services, provide you with a copy of such Content.
- (e) Security. We will inform you in accordance with Applicable Laws if we become aware of any unauthorized third party access to your Content and will use reasonable efforts to remedy identified security vulnerabilities. Our Hosted Software is designed to protect your Content, however, unless set forth otherwise in your Order, you are responsible for maintaining backups of your Content. If your Content is lost or damaged due to our breach, we will assist you in restoring your Content to the Hosted Software from your last available back up copy.

6. Professional Services

- (a) Definition. "Professional Services" means any professional services, including but not limited to implementation, customization, configuration, transition services, administrative services, consulting services, screening, search and analytics services, and watch services to be provided by Clarivate.
- (b) License. Unless otherwise set out in the Order, you will own the deliverables set out in the Order, provided that (i) we retain all intellectual property rights in and to the Clarivate IP and you receive a license to use the Clarivate IP solely to the extent necessary to utilize the deliverables for your internal use; and (ii) if the deliverables include any configurations or modifications to our pre-existing products (including but not limited to implementation services and custom datasets) we retain all intellectual property rights in and to such deliverables, and you receive a license to use them in the same way as you are licensed to use the relevant Product. You agree deliverables are deemed accepted upon delivery unless agreed otherwise in an Order.
- (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 setting out the impact of the change and any consequential changes required to the Agreement. Neither of us will unreasonably withhold our agreement to a change.
- (d) Access. As required for Clarivate to perform the relevant 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. 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 Clarivate in advance.

7. APIs and Data Feeds

(a) Information Services. Where we make Licensed Information available to you via API or a data feed, the Information Service terms (Section 3 above) apply to the data you receive. You must ensure that the Licensed Information remains behind your firewall and is only accessible to your Authorized Users. If we deliver Licensed Information via a data feed, you are responsible for loading and maintaining Licensed Information in a timely manner into your data stores. If we make an API available to you, you may use our APIs to query the applicable Information Service and display Licensed Information to Authorized Users within your own technology systems. Clarivate approved accreditations must remain visible at all times.



- (b) **Software.** Clarivate may make APIs available to you to configure our Hosted Software and Installed Software (collectively "**Software**") or otherwise allow our Software to interoperate with third-party programs or services ("**Client Configurations**"). Such APIs may only be used with the associated Software and in accordance with the applicable Documentation and/or terms of use. We disclaim all liability for Client Configurations.
- (c) **Keys.** Our API and data feed keys must not be: (i) shared in any way; (ii) used for multiple interfaces; or (iii) used in any way that mimics any material functionality of any Products developed or marketed by Clarivate, or would reasonably be deemed competitive to any Products offered by Clarivate, our affiliates or third party providers. You must demonstrate interfaced systems if reasonably requested by us.

8. Charges

- (a) Payment and taxes. You must pay our charges and reasonable expenses, together with any applicable taxes, without deduction within 30 days of the date of invoice, unless otherwise provided on your Order. Payment must be in the currency stated on your Order. We may levy a service charge of 1% per month or the highest lawful interest rate (whichever is lower) for late payment plus our reasonable collection costs, including attorneys' fees. Our fees are exclusive of tax, and shall be paid by you free and clear of all deductions or withholdings provided, if you are required by law to deduct or withhold you will be responsible for paying to Clarivate such additional amount as will, after such deduction or withholding has been made, leave Clarivate with the same amount as we would have been entitled to receive in the absence of any such requirement to make a deduction or withholding. Invoice disputes must be notified in writing to Clarivate within 15 days. Once resolved, payment of disputed invoices will be due immediately.
- **(b)** Changes. We may change the charges for the Products with effect from the start of each renewal term by giving you at least 60 days' written notice. If we believe your creditworthiness has deteriorated we may require full or partial payment before the continued performance of services. If you receive an electronic request to change our banking account number, you should contact our Treasury Department.
- (c) Increases in usage. If your Order includes limits on usage, you must pay additional charges if you exceed those limits, based on the rates specified on the Order or our current standard pricing, whichever is greater. If you have enterprise wide or site wide access set out in your Order, our charges are established based on the size of your organization, anticipated number of users, site locations and population served as at the date of the Order, and if any one or a combination of these elements materially increases (e.g. if you acquire a new affiliate), we reserve the right to vary the charges.

9. Privacy

Each of us will at all times collect, disclose, store or otherwise process personal data in accordance with the EU General Data Protection Regulation (EU GDPR), UK General Data Protection Regulation (UK GDPR), UK Data Protection Act 2018, and other applicable laws relating to the use of personal data relating to individuals ("Data Privacy Laws"), including without limitation any laws relating to individual rights and cross-border transfers. At all times, we will treat personal data in accordance with our Privacy Notice, which is incorporated by reference into these Terms. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any investigation, claim, allegation, action, suit, proceeding or litigation with respect to an alleged breach of Data Privacy Laws in relation to activities under the Agreement. Each of us will maintain, and will require any third party data processors to maintain, appropriate physical, technical and organizational measures to protect the personal data. You may not, use personal data included in the Products (to the extent such data was not provided by you or collected by Clarivate on your behalf) to send bulk or mass emails or email blasts; to publish or distribute any advertising or promotional material; or to otherwise use such data in a manner that is prohibited by applicable law. You may not, for any purpose whatsoever, process (nor allow to be processed) any personal data that is within the Products (to the extent such data was not provided by you or collected by Clarivate on your behalf) in any Al Technologies. You acknowledge that you are responsible for your own compliance with Data Privacy Laws, including, where applicable, determining your legal grounds for processing such data. If we process personal data as a processor on your behalf, the terms of the data processing addendum at https://clarivate.com/terms-of-business are



hereby incorporated by reference. 'Data controller', 'personal data' and 'process' will have the meaning given in the EU GDPR or the data processing addendum, where applicable.

10. Confidentiality

Each of us will (i) use industry standard administrative, physical and technical safeguards to protect the other's confidential information; (ii) only use the confidential information of the other for purposes related to the performance of the Agreement (including our provision of the Products); and (ii) not disclose such confidential information to anyone else except to the extent required by Applicable Laws or as necessary to perform, manage or enforce the Agreement (including where we need to share it with our subcontractors). If either of us is required to disclose the confidential information of the other by statute or court order, that party shall notify the other so that an appropriate protective order or other remedy can be obtained, unless the court or government agency prohibits prior notification. Confidential information of each party includes any information marked as confidential, or which a reasonable person would consider as being confidential, including information relating to Clarivate IP (including how it is developed and any underlying models or databases) or pricing, but shall not include information that is or becomes public or known on a non-confidential basis other than through breach of any duty or obligation of confidentiality.

11. Audit

- (a) Audit right. Without limiting Clarivate's right to electronically monitor usage of the Products, we or our professional representatives may audit your compliance with the Agreement, on at least 10 business days' notice and during normal business hours, provided that we will not audit more than once in 12 months, unless we reasonably believe you are in breach or we are required to by a third party provider.
- **(b)** Costs. If an audit reveals that you have breached the Agreement, you will pay (i) any underpaid charges; and (ii) the reasonable costs and expenses of undertaking the audit if you have underpaid the charges by more than 5% or if those costs are imposed on Clarivate by a third party provider.

12. Warranties and disclaimers

- (a) LIMITED WARRANTY. WE WARRANT THAT (i) WE PROVIDE THE PRODUCTS USING COMMERCIALLY REASONABLE SKILL AND CARE; (ii) OUR INSTALLED SOFTWARE WILL SUBSTANTIALLY CONFORM TO ITS DOCUMENTATION FOR 90 DAYS AFTER DELIVERY; AND (iii) OUR HOSTED SOFTWARE WILL SUBSTANTIALLY CONFORM TO IT'S THEN-CURRENT DOCUMENTATION. WE DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OR DELIVERY OF THE PRODUCTS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS, THESE WARRANTIES AND ANY PRODUCT-SPECIFIC WARRANTIES THAT MAY BE INCLUDED IN YOUR ORDER ARE THE EXCLUSIVE WARRANTIES FROM CLARIVATE AND WE DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS, EXPRESS OR IMPLIED, INCLUDING OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND CURRENTNESS.
- (b) SOFTWARE. IF WE CANNOT RECTIFY ANY VALID SOFTWARE WARRANTY CLAIM WITHIN A REASONABLE PERIOD YOU MAY CANCEL YOUR LICENSE OF THE AFFECTED SOFTWARE BY WRITTEN NOTICE TO US. WE WILL WITHOUT ANY FURTHER LIABILITY REFUND ALL APPLICABLE CHARGES BASED ON A FIVE (5) YEAR STRAIGHT-LINE DEPRECIATION FROM THE EFFECTIVE DATE OF THE APPLICABLE ORDER FOR THE SOFTWARE.
- (c) PROFESSIONAL SERVICES. WE WILL RECTIFY PROFESSIONAL SERVICES IF YOU GIVE US WRITTEN NOTICE OF A VALID WARRANTY CLAIM WITHIN 30 DAYS OF DELIVERY. IF WE CANNOT RECTIFY ANY VALID WARRANTY CLAIM WITHIN A REASONABLE PERIOD WE WILL WITHOUT ANY FURTHER LIABILITY REFUND ALL APPLICABLE CHARGES RELATED TO THE DEFECTIVE SERVICE AND WE MAY TERMINATE THE AFFECTED SERVICES BY WRITTEN NOTICE TO YOU.
- (d) NO ADVICE. WE ARE PROVIDING THE PRODUCTS FOR INFORMATIONAL PURPOSES ONLY. WE ARE NOT PROVIDING ANY ADVICE (LEGAL, MEDICAL, CLINICAL, FINANCIAL OR OTHERWISE) BY ALLOWING YOU TO ACCESS AND USE THE PRODUCTS. YOU ARE FULLY RESPONSIBLE FOR YOUR INTERPRETATIONS OF THE PRODUCTS. IF YOU



DESIRE ADVICE, WE ENCOURAGE YOU TO ENGAGE LEGAL, MEDICAL, CLINICAL OR FINANCIAL PROFESSIONALS TO HELP YOU INTERPRET THE PRODUCTS. YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR ANY ACTION OR DAMAGES RESULTING FROM ANY DECISIONS YOU (OR ANY OTHER PARTY ACCESSING THE PRODUCTS THROUGH YOU) MAKE IN RELIANCE ON THE PRODUCTS. WE ARE NOT A LAW FIRM OR PROFESSIONAL ADVISOR AND NO ATTORNEY/CLIENT, PHYSICIAN/PATIENT OR OTHER FIDUCIARY OR PROFESSIONAL RELATIONSHIP IS CREATED.

(e) THIRD PARTY MATERIALS. WE DO NOT ACCEPT ANY RESPONSIBILITY FOR, AND WILL NOT BE LIABLE FOR CLAIMS ARISING FROM, THIRD PARTY TECHNOLOGY OR ANY THIRD PARTY MATERIALS ACCESSIBLE VIA LINKS IN THE PRODUCTS.

13. Liability

- (a) Unlimited liabilities. Neither of us excludes or limits liability for (i) fraud, (ii) death or personal injury caused by negligence, (iii) claims for payment or reimbursement or (iv) any other liability, including gross negligence, where not permitted to do so under Applicable Laws and nothing in the Agreement shall be interpreted to do so.
- **(b)** Excluded losses. Neither of us will be liable for (i) lost profits, lost business, lost revenue, anticipated savings, lost data, or lost goodwill; or (ii) any special, incidental or exemplary damages, indirect or consequential losses, or anticipated savings.
- (c) Limitation. The aggregate liability of each of us (and of any of Clarivate's third party providers) for all claims arising out of or in connection with the Agreement, including for breach of statutory duty, in tort or in negligence (collectively 'Claims'), will not exceed the amount of any actual direct damages up to the amounts payable in the 12 months prior to the first incident under which liability arose (or where the claim arose in the first 12 months of the Agreement, the amounts that would have been payable in the first 12 months) for the Product that is the subject of the claim.
- (d) Claims. You may not assign or transfer Claims and you must bring Claims within 12 months of arising.
- (e) No liability. We will not be responsible for failures, errors or delays that occur because of (i) your or a third party's technology or network; (ii) your actions or inaction (other than proper use of the Product), such as failing to follow the usage instructions or adhering to the minimum recommended technical requirements; (iii) changes you make to the Products; (iv) your failure to implement and maintain proper and adequate virus or malware protection and proper and adequate backup and recovery systems; (v) your failure to install updates we have provided to you; or (vi) other causes not attributable to us. If we learn that the Product failed because of one of these, we reserve the right to charge you for our work in investigating the failure at our then currently applicable rates. At your request we will assist you in resolving the failure at a fee to be agreed upon.
- (f) Third party intellectual property. If a third party sues you claiming that a Product as provided by Clarivate infringes their intellectual property rights then, provided your use of such Product has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by us, provided that you (i) promptly notify Clarivate in writing of the claim; (ii) supply information we reasonably request; and (iii) allow Clarivate to control the defense and settlement. We have no liability for Claims to the extent caused by items not provided by us. In relation to liability arising solely from one of our third party providers' data, software or other materials, our liability will be limited to the amount we recover from that third party supplier divided by the number of Claims by our customers, including you.
- (g) Mitigation. Each of us shall take reasonable steps to limit and mitigate any losses, liability, Claims or other costs it may incur under the Agreement and which it may seek to recover from the other, including under any reimbursement or indemnity. Further, in the event a Product infringes or may infringe a third party's intellectual property rights we may, at our expense and option: (a) replace or modify the Product to make it non-infringing, while maintaining equivalent functionality; (b) procure the right for you to continue using the Product pursuant to this Agreement; or (c) terminate the Product and provide you a refund on a pro-rata basis.
- (h) Equitable relief. Each of us agrees that damages may not be a sufficient remedy for any misuse of the others intellectual property, confidential information or trade secrets, and each of us may seek equitable relief (including specific performance and injunctive relief) as a remedy for breach of the Agreement.



14. Term, Termination

- (a) Term. The term and any renewal terms for the Products are described in your Order. If either of us does not wish to renew the Products set forth in an Order, in whole or in part, they must provide the other with at least 30 days' written notice before the end of the then current term.
- **(b) Suspension**. We may on written notice suspend or limit your use of the Products or other Clarivate IP, or terminate the Agreement, (i) if required to do so by a third party provider, Applicable Laws, court or regulator; (ii) if you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) if there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement (including payment); or a violation of third party rights or Applicable Laws. Our notice will specify the cause of the suspension or limitation and, as applicable, the actions you must take to reinstate the Product. If you do not take the actions or the cause cannot be remedied within 30 days, we may terminate the Agreement. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.
- (c) Termination. We may terminate the Agreement, in whole or in part, in relation to a Product which is being discontinued, on 90 days' written notice. Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and (if capable of remedy) fails to cure the material breach within 30 days of being notified to do so. Unless we terminate for breach or insolvency, fees will be due for all Products provided through the termination date and any pre-paid charges will be refunded on a pro-rated basis for terminations in accordance with the Agreement. Transition assistance may be provided upon the execution of an Order for such services.
- (d) Effect of termination. Except to the extent we have agreed otherwise, upon termination, all your licenses and usage rights granted end immediately and you must permanently uninstall, expunge, delete or destroy the Products and Clarivate IP (including any copies thereof) in your or any third party's control or possession and, if requested, confirm this in writing. Termination of the Agreement will not (i) relieve you of your obligation to pay Clarivate any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue.

15. Force majeure

Other than payment obligations, neither of us shall be liable for any failure or delay in performance due to causes that cannot be reasonably controlled by that relevant party, such as (but not limited to) acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies, and the like.

16. Third party rights

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

17. General

- (a) Assignment. You may not assign or transfer the Agreement to anyone else without our prior written consent. We will provide you with written notice if we assign or transfer the Agreement, in whole or in part, as part of our business reorganization, which we may do provided the Products will not be adversely affected.
- **(b) Marketing**. We may refer to you as a customer and use your trade names, trademarks, service marks, logos, domain names and other brand features in our marketing materials, customer lists, presentations and related materials.
- (c) Amendment. We may amend the Agreement from time to time, with such changes being effective upon renewal.
- **(d) Enforceability**. The Agreement will always be deemed modified to the minimum extent necessary for it to be enforceable, unless modification fundamentally changes the Agreement.



- **(e) Non-solicitation.** Clarivate is an independent contractor. You must not directly or indirectly solicit or recruit or attempt to solicit or recruit for employment or engagement any personnel of Clarivate during the term and for 12 months thereafter. Employment resulting from a general public advertisement or search engagement not specifically targeted at the relevant personnel is not precluded.
- **(f) Performance.** We may perform some or all of our obligations from any of our offices globally or through any of our affiliates or third parties. Such affiliates and third parties are obligated to confidentiality obligations and we remain responsible for their performance.
- (g) Headings and summaries. Headings and summaries shall not affect the interpretation of the Agreement.
- (h) Waiver. Neither of us waives our rights or remedies by delay or inaction.
- (i) Governing law and jurisdiction. If a dispute arises related to this Agreement or an Order, Clarivate and you agree to meet to try and resolve it before commencing any legal proceedings. Should such resolution attempts fail, each of us agrees that any Claim arising out of or in connection with the Agreement (including its formation) is subject to the exclusive governing law and exclusive jurisdiction specified in the Order. BOTH YOU AND CLARIVATE EXPRESSLY AND KNOWINGLY WAIVE ANY RIGHT TO A JURY TRIAL IN THE EVENT ANY ACTION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT IS LITIGATED OR HEARD IN ANY COURT.
- (j) Precedence. In the event of any conflict within the Agreement, the descending order of precedence is: the Order; the referenced documents (including any specific product/service terms); the remaining terms and conditions of this Agreement.
- **(k) Notices.** Notices for Clarivate must be directed to contract.admin@clarivate.com. Notices for you will be directed to the Client entity and address identified in the Order. Each of us may update our notice information upon prior written notice to the other.

Last updated: March 2024 (Version 3.2)



PRODUCT / SERVICE TERMS

These Product/Service Terms apply to certain Products that you access through our platform(s), website(s) or are otherwise identified in your order form, statement of work or other ordering document (collectively "Order Form") and supplement the Clarivate Terms which apply to all of our products. If you have ordered or are accessing a product that is not listed below, then these Product/Service Terms do not apply to your order. "We", "our" and "Clarivate" means the Clarivate entity identified in the order form; "you" and "your" means the Client entity identified in the order form. Any other terms not defined in these Product/Service terms have the meaning given to them in the Clarivate Terms.

Web of Science APIs

- **1. Applicability.** The following terms apply to your use of Web of Science API-Expanded, Web of Science API-Lite, Web of Science Starter API, Web of Science Researcher API, InCites API or Journal Citation Reports API, as applicable.
- 2. Access. You may request access to the API through the Clarivate Developer Portal available at https://developer.clarivate.com/, your Sales Representative or Sales Support. You are responsible for requesting access. The data available through the API is limited to the data available through your subscription license and may only be accessed by the same users who are permitted access by your subscription. Users will no longer be able to receive Records through the API if they exceed the number of queries and records permitted by your subscription. If your subscription license to the data delivered via the API terminates or expires, your rights to the API simultaneously terminate and any data you downloaded must be deleted unless we provide written authorization or mutually agree in writing otherwise.
- **3. Service**. API refers to the application programming interface connecting you with the data fields set out below which may be updated by us from time to time. For the duration of your license and for 3 years thereafter, you must maintain adequate records relating to your use of our data and the API, including the number of users, locations, and any associated charges. If reasonably requested, you must provide us with this information.
- **4. Use Rights.** You may use the API to access the Data Fields in accordance with the applicable License Level, in each case as permitted by your subscription and set forth below. You may use the API for both Research Projects and Data Integration unless stated otherwise on your order form.

For Research Projects you may use the API:

- (a) to view, use, download and print such data fields for individual academic use;
- (b) to perform specific research or numerical or statistical analyses on such data to produce reports in support of scientific endeavors (provided for abstracts you must have the relevant rights by law or from the copyright owner for such use); and
- (c) on an infrequent, irregular and ad hoc basis to distribute limited extracts of such data that have no independent commercial value and to share data and reports across academic collaborations, in each case in the ordinary course of your academic research and provided our data may not be further distributed or used for any other purpose, including as a substitute for any service (or a substantial part of it) provided by us, our affiliates or third party providers

For Data Integration you may use the API:

- (d) to extract, maintain and display data in an institutional repository on websites owned, maintained and controlled by you, including your intranet and your own publicly-accessible websites or within an Approved Third Party Solution listed in Section 5 provided;
 - (i) such repository may only include data regarding materials authored by your staff, students or affiliated researchers, or funded by your organization;



- (ii) where such repository is publicly-accessible it may only include the Data Fields that may be publicly displayed as set forth below at a document and researcher level; and
- (iii) the data may not be used to build additional features or enhance existing features of third party products (e.g., recommender services, benchmarking and analytics dashboards).

License Level

The volume of data that you may pull through the API for each product is set forth below. Your license level for Web of Science API – Expanded defaults to Basic unless stated otherwise on your order form.

Web of Science API Expanded					
Plan Requests per second Web of Science documents per year		Maximum number of Web of Science documents returned by one request			
Basic	2	50,000			
Intermediate	2	250,000	100		
Advanced	3	1,000,000	100		
Premium	5	3,000,000			

Web of Science API Lite				
Requests per second Web of Science documents per year		Maximum number of Web of Science documents returned by one request		
2	n/a	100		

InCites API				
Requests per second Requests per day		Maximum number of Web of Science documents returned by one request		
2	2,000	100		

Journal Citation Reports API			
Requests per second	Maximum number Journal matches returned by one search request		
5	50		



Web of Science Starter API					
Plan Requests per second Requests per day Web of Science documents per year				Maximum number of Web of Science documents returned by one request	
Free	1	50	50,000	- 50	
Institutional	5	5,000	n/a	- 30	

Web of Science Researcher API						
Requests per second	Requests per day	Maximum number of ResearcherIDs returned by one search request	Maximum number of Web of Science documents returned by one request	Maximum number of peer reviews returned by one request		
5	5,000	50	50	10		

Data Fields

The data fields that you may pull through the API for each product are set forth below. Only those fields marked as being publicly allowed for public display may be included in publicly-accessible institutional repositories.

Fields available by product							
Data Fields	Data Fields that may be publicly displayed	Web of Science API - Expanded	Web of Science API - Lite	Web of Science Starter API	InCites API	Journal Citation Reports API	Web of Science Researcher API
UID (Unique Identifier)	X	Х	Х	X	Х		X
Title	Х	Х	Х	Х			Х
Issue	Х	Х	Х	Х			Х
Pages	Х	Х	Х	Х			
DOI	Х	Х	Х	Х			Х
Volume	Х	Х	Х	Х			Х
Times Cited (for academic purposes only)	Х	Х		х	х		Х
Times Cited Last Update		х					
ISSN/eISSN	Х	Х	Х	Х		Х	
ISBN	Х	Х	Х	Х			
PubMed ID	Х	Х		Х			Х
Source	Х	Х	Х	Х			Х



Source URL	X	х		Х		
Citing Articles		Х				
Citing Articles URL	Х	Х		Х		
Publication Date	Х	Х	Х	Х		Х
Authors	Х	Х	Х	Х		
Author Keywords	Х	Х	Х	Х		
Document Type	Х	Х	Х	Х	Х	Х
Abstract		Х				
Book Author	Х	Х				
Book Group Author	Х	Х				
Group Author	Х	Х				
Editor	Х	Х				
Conference Title	Х	Х				
Conference Location	Х	Х				
Conference Date	Х	Х				
Conference Sponsor	Х	Х				
Book Series	Х	Х				
Part Number	Х	Х				
Supplement	Х	Х				
Special Issue	Х	Х				
Meeting Abstract Number		Х				
Article Number	Χ	Х				
Cited References		Х				
Cited References URL	Χ	Х		Х		
Keywords Plus		Х				
Reprint Author		Х				
Reprint Address		Х				
Author Address / Affiliation		х				Х
ResearcherID Number	Х	Х	Х	Х		Х
Funding Details		Х				
Publisher		Х				
Subject Category	Х	Х			Х	
Citation Topics	Х	Х			Х	
IDS Number		Х				
Book DOI	Х	Х	Х	Х		Х
Book Chapter Count		Х				
Related Records		Х				
Related Records URL	Х	Х		Х		
ORCID ID	Х	Х				Х



Org Enhanced		х				Х
Author Order Number (i.e., sequence order of authors as they appear in the article)	X	Х				
DOAJ Open Access Flag (Yes / No)	Х	Х		Х		
Journal Expected Citations				Х		
Journal Normalized Citation Impact	X			х		
Journal Impact Factor (JIF) (Latest Year)				х		
Category Expected Citations				х		
Percentile				Х		
Category Normalized Citation Impact	Х			х		
Highly Cited Paper	Х			Х		
Hot Paper	Х			Х		
International Collaboration (Yes / No)	Х			Х		
Institutional Collaboration (Yes / No)	Х			Х		
Industry Collaboration (Yes / No)	Х			Х		
Open Access Status	Х			Х		
Journal JCR URL	Х		X		Х	
Journal title	Х				Х	
Journal JCR abbreviation	Х				Х	
Journal title in ISO format	Х				Х	
Previous/Historical changes (ISSNs, Publisher, ISO Name)					x	
Publisher Name	Х				Х	
Publisher Address					Х	
Publisher Country / Region					х	
Frequency	Х				Х	



First Issue Year	Х			Х	
Language	Х	Х		Х	
Categories	Х			Х	
Open Access First and Last Year				Х	
Journal Total cites				Χ	
Journal Impact Factor (JIF) (All JCR Years)				Х	
JIF 5 years				Х	
Immediacy Index				Х	
Journal Citation Indicator (JCI)	Х			Х	
Eigenfactor score				Х	
Eigenfactor normalized				Х	
Article influence score				Х	
Number of Citable items				Х	
JIF Percentile				Х	
Cited Half Life				Х	
Citing Half Life				Х	
Journal Rank for JIF and JCI				Х	
Journal Quartile for JIF and JCI				Х	
Journal Percentile for JIF and JCI				Х	
Journal item breakdown (articles, reviews, other)				Х	
First year of journal coverage				Х	
Last year of journal coverage				Х	
Gold OA for Citable Items				Х	
Non-OA for Citable items				Х	
Other OA - Citable items				Х	
Gold OA for Citations				Х	
Non-OA for Citations				Х	
Other OA - Citations				Χ	



Contributing Countries (Top 10)				x	
Contributing Organizations (Top 10)					
Cited Journals				X	
Citing Journals				X	
h-index	Х			^	X
Document Count	X				X
(total) Document Count (by					X
year)					
Total citing publications					Х
Total citing publications (without self)					Х
Total citations					Х
Total citations (without self)					Х
Total times cited (for researcher)	Х				X
Total times cited (for researcher, without self)					Х
Author position statistics (first, last, corresponding)					Х
ResearcherID claim status					X
Alternative names					Х
Affiliation start year					Х
Affiliation end year					Х
Peer review journal title					Х
Peer review journal publisher					Х
Peer review date					Х
Peer review article title					Х
Peer review article DOI					Х
Peer review verification status					Х
Researcher Subject Categories					Х



5. Approved Third Party Solutions for Data Integration. You may use the API with the Clarivate-approved third party solutions listed below which may be updated by us from time to time. No other third party commercial solutions are permitted to be used without obtaining our prior written consent.

Altmetric
 Papers (formerly mekentosj)

- Amplyfi (formerly Deep Web) - ProQuest Summon - Cayuse - SoleNovo SoleCRIS

Cosmotron Bohemia - Sages Omega PSIR

- Suweco
- EBSCOhost Integrated Search - Symplectic
- Elsevier Interfolio (Data180) - Vidatum
- Elsevier Pure - VIVO

- ExLibris MetaLib - Watermark Faculty Success

LA2 UNI 4.0

As applicable, each document record in an approved third party solution that contains our data must link back to the applicable record, and any citation count must link back to the cited-by list for the respective document.

6. Attribution. For Web of Science data, you must provide us with attribution as described below:

Notices

The following copyright notice must appear at the bottom of every page or table that shows Web of Science content:

© [insert year] Clarivate

All usage of our data including in reports must include the following notice:

"Certain data included herein are derived from the © [specified product name] (date) of Clarivate. All rights reserved. You may not copy or re-distribute this material in whole or in part without the prior written consent of Clarivate."

How to display links to Web of Science in Third Party Software

When linking to the Web of Science from third party software, the text that should appear on the user interface is dependent on link type (see table below). The text should be hyperlinked, redirecting the user to the appropriate page in Web of Science. The product name must be italicized.

Link type	Text to display
Full Record Link	View record in Web of Science
Citing Articles Link	View citing articles in Web of Science
(if not anchored to the Times Cited Count)	
Author Record Link	View ResearcherID in Web of Science



How to display Web of Science Times Cited Count and related Citing Articles Link in Third Party Software

When displaying the Web of Science Times Cited Count or a Citing Articles Link anchored to the Web of Science Times Cited Count, the third party software should identify that the Times Cited Count is from the Web of Science, pre-pending display of the count with the text "Web of Science Times Cited" as set out in the example below. If the third party software provider so chooses, the third party software provider may hyperlink the number presented to redirect the user to the citing articles page in the Web of Science.

Example: Web of Science Times Cited: 35

7. Definitions.

Record: Metadata or metrics as returned by the API of each paper or similar individual publication (such as a journal article or conference proceeding).

Request: A request is a call to any of the operations/endpoints which may or may not be considered a query.

Last updated: December 11, 2023 (version 3.7)



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InCites

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



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