

Order Form Date: October 21, 2024

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.
 By signing the Order, the Client Narodni Technicka Knihovna acts on behalf of the Authorized Member Institution for whose benefit the is Order executed.

Client: Narodni Technicka Knihovna acting on its own behalf and on behalf of the Authorized Member institutions identified in Appendix A.	Authorization by: Clarivate Analytics (UK) Ltd
Contract number: NTK/SML/201/2024 NTK/1854/2024	
Authorization by Client:	
Signature: [Redacted]	Signature: [Redacted]
Name: [Redacted]	Name: [Redacted]
Title: [Redacted]	Title: [Redacted]
Date Signed: [Redacted]	Date Signed: [Redacted]

Q-00698832 CLV121176

Product Name	Code	Start Date	End Date	Year 1 2025	Year 2 2026	Year 3 2027
InCites Benchmarking & Analytics- Limited License	RA41558250	1/1/2025	12/31/2027			
InCites My Organization- Limited License	RA42510894	1/1/2025	12/31/2027			
Journals API - Data Integration - Limited License	RA45021425	1/1/2025	12/31/2027			
Web of Science - API Expanded - Advanced - Limited License	WOS45020985	1/1/2025	12/31/2027			

Web of Science - API Expanded - Intermediate - Limited License	WOS45020984	1/1/2025	12/31/2027	
Web of Science - API Expanded - Premium - Limited License -	WOS45020986	1/1/2025	12/31/2027	
Web of Science - API Expanded - Basic - Limited Licens	WOS45020983	1/1/2025	12/31/2027	
Yearly Fee				
				3 Year Total 2,083,382.00 USD

OPTION YEARS (POSSIBLE PARTICIPATING INSTITUTIONS ONLY)

Contingent upon and subject to the terms and conditions of this agreement remaining the same, we hereby extend to you the option to renew this agreement as set forth below and detailed in Appendix B attached. You agree to provide us with sixty (60) days written notice of your intent to exercise this option.

This option constitutes a reserved change in obligation in accordance with Section 100(1) of the Public Procurement Act. This option may be applied to all Possible Participating Institutions listed in Appendix B or only to selected ones. Every Possible Participating Institution can choose for which years it will use the Products for the prices listed in Appendix B.

Fees below are in addition to the Fees stated above, see breakdown in Appendix B:

Year 2 (2026) - \$693,867
Year 3 (2027) - \$718,149

Renewal Term:
The Term will renew upon mutual written agreement.

Product Terms:
GOVERNING LAW & JURISDICTION: Czech Republic
GOVERNING TERMS: Please refer to the Clarivate Terms attached below
PAYMENT TERMS: Net 120
PAYMENT PLAN: Payment (100%) – Yearly Fee Due on or before April 30 of each year.

PRODUCT/SERVICE TERMS : Please refer to the Product / Service Terms attached for the products below.

- Benchmarking and My Organization under the InCites section
- Web of Science & InCites APIs

ADDITIONAL TERMS

AUTHORIZED INSTITUTIONS
List of Committed Authorized Member Institutions attached as Appendix A and attached hereto and made a part hereof.

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, , registered readers, 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 “walk-in User”.

LICENSE LEVEL AND END USER LICENSE

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

LICENSE RIGHTS

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. Product Access via Key Access Modes, IP Addresses and Remote Access via Proxy and Shibboleth.

COMPLEMENTARY WEB OF SCIENCE - API

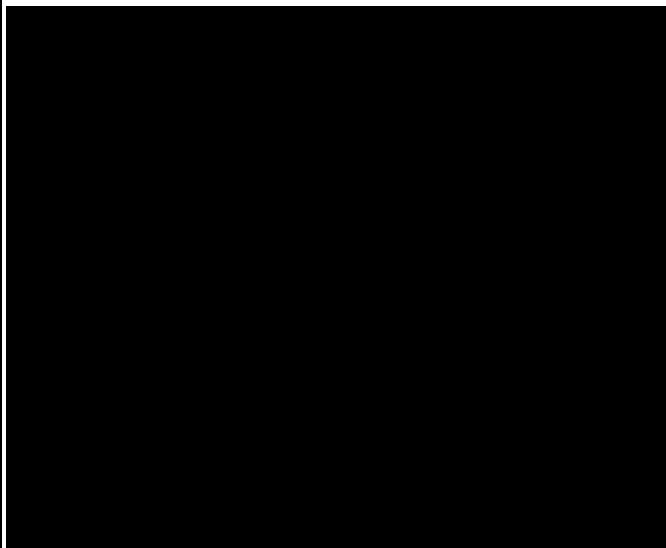
- a. WoS API Expanded Basic is complementary to all Benchmarking & Analytics subscriptions under this contract.

- b. WoS API Expanded Premium is complementary to CZECH SCIENCE FOUNDATION Benchmarking & Analytics subscription under this contract under, providing the following stipulations:
 - i. WoS API Expanded Premium usage under this contract is limited to the current use case:
 - CZECH SCIENCE FOUNDATION: Czech Science Foundation analyzes the publishing activity which it supports. This is in the context of its programs and in more details than it is possible in InCites itself. It is often needed at the level of programs, projects, groups of scientists and teams, or even in some cases on individuals. Czech Science Foundation has a total of approximately 200,000 results affiliated for its support in the RIV system. Citing articles are also essential for the needs of the Czech Science Foundation. We anticipate that our API claims will be around 1 million records per year.

Agreement number CA-00034687.0 Quote ID: Q-564313

Additional Information:

BANK DETAILS:



Legal Notice Information
Client Entity: Narodni Technicka Knihovna
Client Legal Address: Technicka 6/2710 Dejvice Praha Czech Republic 160 80

Billing Information: Please review your billing address to ensure its accuracy.	Shipping Information: Please confirm the shipping address is accurate.
Narodni Technicka Knihovna Technicka 6/2710 Dejvice Praha Czech Republic 160 80	Narodni Technicka Knihovna Technicka 6/2710 Dejvice Praha Czech Republic 160 80
<u>Electronic Invoice Recipient(s):</u> Licensing Email [REDACTED]	<u>Electronic Renewal Recipient(s):</u> Licensing Email licensing@czechelib.cz
<i>If your subscribing institution requires the use of Purchase Orders, please indicate below.</i> Purchase Order # Billing Information Notes- Net 120 day. Due on or Before	Tax Registration Number # If tax exempt, please include copy of supporting documentation with signed agreement or email a copy to [REDACTED]

<i>Invoices will be emailed to the bill-to-contact and renewals will be emailed to the ship-to-contact. If your institution is unable to accept electronic invoices, please check this box: <input type="checkbox"/></i>	<i>To sign up for our auto-renewal program as part of our 'go green' initiative, please check this box: <input type="checkbox"/> Your subscription to the service will automatically renew for successive 12 month periods at the rate set forth in the renewal invoice sent to the Client, unless Client sends written cancellation notice to Clarivate 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.</i>
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IP Authentication:	Barcode Scheme:	Alternative Authentication:	LIBCODE
	Length: Prefix:		
Authentication Instructions:			

Account Manager Information:

Michal Tomczyk

[REDACTED]

APPENDIX A – List of Participating Members (Committed members through to 2027)

Institution name	Product	Subscription Price 01/01/2025 – 31/12/2025	Subscription Price 01/01/2026 – 31/12/2026	Subscription Price 01/01/2027 – 31/12/2027
BRNO UNIVERSITY OF TECHNOLOGY	InCites Benchmarking & Analytics WoS Journals API WoS API Expanded Basic			
CHARLES UNIVERSITY	InCites Benchmarking & Analytics WoS Journals API WoS API Expanded Advanced			
CZECH ACADEMY OF SCIENCES	InCites Benchmarking & Analytics WoS API Expanded Basic			
CZECH SCIENCE FOUNDATION	InCites Benchmarking & Analytics WoS API Expanded Premium			
CZECH TECHNICAL UNIVERSITY IN PRAGUE	InCites Benchmarking & Analytics WoS API Expanded Intermediate			
CZECH UNIVERSITY OF LIFE SCIENCES (CULS)	InCites Benchmarking & Analytics InCites MyOrganization WoS Journals API WoS API Expanded Basic			
MASARYK UNIVERSITY	InCites Benchmarking & Analytics InCites MyOrganization WoS Journals API WoS API Expanded Basic			
MENDEL UNIVERSITY IN BRNO	InCites Benchmarking & Analytics InCites MyOrganization WoS Journals API WoS API Expanded Basic			
OFFICE OF THE GOVERNMENT OF THE CZECH REPUBLIC	InCites Benchmarking & Analytics WoS API Expanded Basic			
PALACKY UNIVERSITY OLOMOUC	InCites Benchmarking & Analytics WoS Journals API WoS API Expanded Basic			
ST ANNES UNIVERSITY HOSPITAL BRNO	InCites Benchmarking & Analytics WoS API Expanded Basic			
PRAGUE UNIVERSITY OF ECONOMICS AND BUSINESS	InCites Benchmarking & Analytics WoS API Expanded Basic			

UNIVERSITY OF HRADEC KRALOVE	InCites Benchmarking & Analytics WoS API Expanded Basic	
UNIVERSITY OF OSTRAVA	InCites Benchmarking & Analytics InCites MyOrganization WoS API Expanded Basic	
UNIVERSITY OF PARDUBICE	InCites Benchmarking & Analytics WoS Journals API WoS API Expanded Basic	
UNIVERSITY OF SOUTH BOHEMIA IN CESKE BUDEJOVICE	InCites Benchmarking & Analytics InCites MyOrganization WoS Journals API WoS API Expanded Basic	
UNIVERSITY OF WEST BOHEMIA	WoS Journals API	
VSB TECHNICAL UNIVERSITY OF OSTRAVA	InCites Benchmarking & Analytics WoS Journals API WoS API Expanded Basic	
UNIVERSITY OF CHEMISTRY AND TECHNOLOGY PRAGUE	WoS Journals API	
INSTITUTE FOR CLINICAL AND EXPERIMENTAL MEDICINE	InCites Benchmarking & Analytics WoS API Expanded Basic	
Totals		

APPENDIX B (POSSIBLE PARTICIPATING INSTITUTIONS ONLY)

Institution	InCites B&A Price 2026	InCites B&A Price 2027
University Hospital Brno		
Moravian-Silesian Research Library in Ostrava		
Tomas Bata University in Zlín		
University of Chemistry and Technology, Prague		
Silva Tarouca Research Institute for Landscape and Ornamental Gardening		

Institution	InCites + MyOrg 2026	InCites + MyOrg 2027
Czech Technical University in Prague		
University Hospital Brno		
St. Anne's University Hospital Brno		
Czech Science Foundation		
Institute for Clinical and Experimental Medicine		
Library of the Czech Academy of Sciences		
Moravian-Silesian Research Library in Ostrava		
University of Hradec Králové		
Charles University		
Palacky University Olomouc		
University of Pardubice		
Tomas Bata University in Zlín		
Office of the Government of the Czech Republic		
VSB - Technical University of Ostrava		
University of Chemistry and Technology, Prague		
Prague University of Economics and Business		
Brno University of Technology		
Silva Tarouca Research Institute for Landscape and Ornamental Gardening		
University of West Bohemia		

Institution	WoS Journals API 2026	WoS Journals API 2027
Czech Technical University in Prague		
University Hospital Brno		
St. Anne's University Hospital Brno		
Czech Science Foundation		
Institute for Clinical and Experimental Medicine		
Library of the Czech Academy of Sciences		
Moravian-Silesian Research Library in Ostrava		
University of Ostrava		
University of Hradec Králové		
Tomas Bata University in Zlín		
Office of the Government of the Czech Republic		
Prague University of Economics and Business		
Silva Tarouca Research Institute for Landscape and Ornamental Gardening		

Clarivate Analytics Terms

These Terms govern your use of the Clarivate Analytics products and services that you access through our platform(s), website(s) or are otherwise identified in your order form, statement of work or other ordering document (collectively “order form”). “We”, “our” and “Clarivate” means the Clarivate entity identified in the order form and, where applicable, its affiliates; “you” and “your” means the Client identified in the order form. Your order form identifies the products and services, the quantities, charges and other details of your order. The order form also refers to documents which may apply to the products or services you selected. The order form, any applicable referenced documents (such as the product/service terms and operational materials), as updated by us from time to time and these Terms constitute the complete agreement and supersede any prior discussions or representations regarding your order, unless fraudulent. Other terms and conditions you seek to incorporate in any purchase order or otherwise are excluded.

1. Our products and services

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

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

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

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

(e) Usage Information. We may collect non-personally identifiable information related to your use of our products, services and data. We may use this information to test and improve our products and services and to protect and enforce our rights under the agreement, and may pass this information to our third party providers for the same purposes.

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

(g) Terms of Use. All users are subject to the licenses and restrictions set out in the agreement and in the End User Terms, the current version of which is attached as Exhibit A *For the avoidance of doubt, if there is a conflict between the Terms of Use and the Terms, these Terms will govern.*

(h) Third Party Providers. Our products and services may include data, software and services from third parties. Some third party providers require us to pass additional terms through to you. The third party providers change their terms occasionally and new third party providers are added from time to time. To see the current third party additional terms for our products and services visit <https://clarivate.com/terms-of-business>. ***For the avoidance of doubt, no third party terms currently apply to the products and services purchased under this order form.***

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

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

2. Information services

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

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

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

3. Installed software (Not applicable, intentionally omitted)

4. Clarivate hosted software

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

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

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

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

5. Professional services (Not applicable, intentionally omitted)

6. API license

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

7. Charges

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

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

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

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

8. Privacy

Each of us will at all times collect, disclose, store or otherwise use personal data in accordance with applicable law. To the extent our products and services give you access to personal data, you agree to only use such personal data for the purpose for which we made it available to you. Each of us is responsible for determining its own legal grounds for processing personal data. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to alleged accidental, unauthorized or unlawful destruction, loss, alteration, disclosure or access. Each of us will maintain, and will require any third party data processors to maintain, appropriate physical, technical and organizational measures to protect the personal data. You agree to the transfer and processing of personal data to the geographical regions necessary for us to fulfill our obligations. Personal data includes any information relating to an identified or identifiable living natural person. If the conditions for concluding a personal data processing agreement pursuant to Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (GDPR) are met, Clarivate will conclude such personal data processing agreement with the Client, or with the Authorized Institution (depending on who will be the relevant data controller). MyOrg will only be provided once DPA is signed with the Authorized Institution and with no change in Fees.

9. Confidentiality

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

will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification.

10. Audit

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

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

11. Warranties and disclaimers

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

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

(c) PROFESSIONAL SERVICES. Not applicable, intentionally omitted.

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

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

12. Liability

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

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

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

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

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

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

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

13. Term, Termination

(a) Term. The term and any renewal terms for the products and services are described in your order form.

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

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

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

14. Force majeure

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

15. Third party rights

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

16. General

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

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

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

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

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

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

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

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

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

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

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

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

PRODUCT / SERVICE TERMS

These Product/Service terms apply to certain products and services that you access through our platform(s), website(s) or are otherwise identified in your order form, statement of work or other ordering document (collectively “order form”). If you have ordered or are accessing a product or service that is not listed below, then this document does not apply to your order. “We”, “our” and “Clarivate” means the Clarivate entity that is providing the product(s) or service(s) concerned and, where applicable, its affiliates.

InCites

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	Web of Science API – Expanded	Web of Science API - Lite	Web of Science API - Article Match Retrieval	InCites -API

	Basic	Intermediate	Advanced	Premium			
Maximum Number User Tokens	1	2	5	10	1	1	1
Maximum Number of Requests/second	2	2	3	5	2	3,000	2
Maximum Number of Queries/year	75,000	500,000	3,000,000	5,000,000	Unlimited	Unlimited	Unlimited
Maximum Number of Records/year	50,000	250,000	1,000,000	3,000,000	Unlimited	Unlimited	Unlimited

Data Fields

Data Fields	Data Fields that may be publicly displayed	Fields available by product			
		Web of Science API - Expanded	Web of Science API - Lite	Web of Science API - Article Match Retrieval	InCites - API
UID (Unique Identifier)	X	X	X	X	X
Title	X	X	X	X	
Issue	X	X	X	X	
Pages	X	X	X	X	
DOI	X	X	X	X	
Volume	X	X	X	X	
Times Cited* *For academic purposes only	X	X		X	X
ISSN	X	X	X	X	
ISBN	X	X	X	X	
PubMed ID	X	X		X	
Source	X	X	X		
Source URL		X		X	
Citing Articles (including URLs)		X		X	
Publication Date	X	X	X		
Authors	X	X	X		
Author Keywords	X	X	X		
Document Type	X	X			
Abstract		X			
Book Author	X	X			
Book Group Author	X	X			
Group Author	X	X			
Editor	X	X			

Conference Title	X	X			
Conference Location	X	X			
Conference Date	X	X			
Conference Sponsor	X	X			
Book Series	X	X			
Part Number	X	X			
Supplement	X	X			
Special Issue	X	X			
Meeting Abstract Number		X			
Article Number	X	X			
Cited References		X			
Language	X	X			
Keywords Plus		X			
Reprint Author		X			
Reprint Address		X			
Author Address / Affiliation		X			
ResearcherID Number	X	X			
Funding		X			
Publisher		X			
Subject Category	X	X			
IDS Number		X			
Article Number	X	X			
Book DOI	X	X			
Book Chapter Count		X			
Related Records		X		X	
ORCID ID	X	X			
Org Enhanced		X			
Author Order Number (i.e., sequence order of authors as they appear in the article)	X	X			
DOAJ Open Access Flag (true / false)		X			
Document Type	X				X
Journal Expected Citations					X
Journal Normalized Citation Impact					X

Category Expected Citations					X
Percentile					X
Category Normalized Citation Impact					X
ESI Most Cited Flag					X
ESI Hot Paper Flag					X
International Collaboration (Yes / No)					X
Institutional Collaboration (Yes / No)					X

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

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.

Query: A constructed search run against the API intended to return a set of records.

Record: Full-record metadata as returned by the API (up to a maximum of 100 items per request based on the actual response not including unique records).

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

User Token: A credential issued by Clarivate Analytics for the purpose of accessing the API.

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