



RESOLUTION No. 24-512

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING THE AGREEMENT BETWEEN THE COUNTY OF NEVADA AND CLARIVATE FOR A SOFTWARE SUBSCRIPTION TO THE DATABASE MANAGEMENT SYSTEM USED BY THE LIBRARY TO TRACK ITEMS OWNED, ORDERS MADE, BILLS PAID, MATERIALS IN CIRCULATION, AND OTHER REQUIRED FUNCTIONS, FOR A TOTAL CONTRACT NOT TO EXCEED AMOUNT OF \$202,945, FOR THE PERIOD OF SEPTEMBER 1, 2024, THROUGH AUGUST 31, 2027, AND AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE AGREEMENT

WHEREAS, the Nevada County Library has had a contract since 2019 with Innovative Interfaces Incorporated ("Clarivate") and has been satisfied with the services provided; and

WHEREAS, both the Nevada County Library and "Clarivate" wish to enter into a new three-year agreement; and

WHEREAS, the cost to the County is as follows: year 1: \$60,509 (prorated), year 2: \$70,165, year 3: \$72,271 for a total contract not to exceed amount of \$202,945. Year 1 is prorated as we bring our modules into the same contractual term.

NOW, THEREFORE, BE IT RESOLVED that the Nevada County Board of Supervisors, of the County of Nevada, State of California hereby approves the three-year agreement with Innovative Interfaces Incorporated ("Clarivate") effective September 1, 2024, through August 31, 2027, for a total contract not to exceed amount of \$202,945, and is hereby approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Agreement on behalf of the County of Nevada. The Board delegates authority to the Purchasing Agent to sign change orders in an amount not to exceed 10% of the overall contractual amount.

Funding:

1165602015811000

521474

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 24th day of September 2024, by the following vote of said Board:

Ayes: Supervisors Edward C. Scofield, Lisa Swarthout, Susan Hoek, and Hardy Bullock.

Noes: None.

Absent: Supervisor Heidi Hall.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN

Chief Deputy Clerk of the Board of Supervisors

By: Susan, Deputy COB

Hardy Bullock
Hardy Bullock, Chair



ORDER FORM

Order Form Date: 9/6/2024

Innovative Interfaces Incorporated ("Clarivate")

789 E. Eisenhower Parkway
Ann Arbor, MI 48108
United States

Your use of the products and services set forth below are governed by the attached Clarivate Terms (the "Terms") which are incorporated by reference into this order form.

CLIENT DETAILS

Contracting Entity Nevada County Community Library
("Client"):

Client Address: 980 Helling Way
Nevada City CA 95959-8619
United States

PRODUCTS/SERVICES DETAILS

Product(s) / Service(s)

As described in the attached Pricing Exhibit(s) EST-INC17500 and/or Statement(s) of Work

ADDITIONAL TERMS

GOVERNING LAW & JURISDICTION: California

RENEWAL TERM: Auto renews for consecutive 12-month terms following the expiration of the overall contract term in the pricing exhibit ("Initial Term") unless either party provides at least ninety (90) days' notice of nonrenewal before the end of the then current term.

FEES: Payment terms are Net 30. Through the Initial Term we may Increase fees by up to 3% and by 5% thereafter. Fees will be co-termined to align your billing to the same Term.

LICENSE LEVEL: Your Authorized Users include your worldwide employees, third-party auditors, agents and contractors up to the maximum number of licenses purchased. Unless you have purchased a perpetual license, rights continue until the end of the term of the service.

PRODUCT SPECIFIC TERMS: Certain Products you are purchasing have additional terms which are attached as addenda to this Order Form. In the event of a conflict with the Terms, these Additional Terms will control solely for the applicable Product:

SIGNATURE

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

Signed on behalf of Clarivate

Signed on behalf of Client

Signature: Jeff Anusbigian
Jeff Anusbigian (Sep 30, 2024 05:30 EDT)

Signature: H.S. Bullock

Print Name: Jeff Anusbigian

Print Name: Hardy Bullock

Title: VP, Sales Operations

Title: Chair of the Nevada County Board of Supervisors

Date: 09/30/2024

Date: 09/30/2024



PRODUCT / SERVICE TERMS ADDENDA

In addition to the Terms, your use of the below listed products are subject to these additional terms and conditions:

Polaris, Sierra, Millennium, Virtua, or INN-Reach or Subscription and Perpetual Licenses

1. **License.** Client and, where applicable, its Authorized Users (defined below) may use the Software (including any client configurations) (i) only for the management of the library and for servicing its patrons (including permitting Authorized Users to search library catalogues), and not on an outsourced basis, as a service bureau, for resale, or similarly on behalf of or for the direct or indirect benefit of third parties, and (ii) only in accordance with the other terms of this Agreement. The license does not include hosting services, which must be purchased separately.
2. **Copies.** Non-production use includes training, development, testing, quality assurance, staging or preproduction provided that the copies of the Software are not used in a production environment or as a backup to production. The license includes the right to use a single production instance and up to two (2) additional copies for non-production use at no additional charge. Non-production use includes training, development, testing, quality assurance, staging or preproduction provided that the copies of the Software are not used in a production environment or as a backup to production.
3. **New Releases.** The license granted to you pursuant to this Agreement will include, at no additional cost, a license to use all new scheduled major releases, service pack releases, and hot fixes of the software offered generally by Clarivate to its clients during the term of this Agreement (collectively, "New Releases"). "New Releases" do not include new or additional modules, applications or other software now or hereafter offered by Clarivate, each of which require a separate license and payment of additional license fees. Additional fees may be required for implementation of New Releases.
4. **Authorized Users.** For clarity, your patrons do not fall within the number of Authorized Users on your Order Form.
5. **Aggregated Data.** In addition to the rights set forth in the Terms, we may use your Content and otherwise collect information related to your use of our product to create and use aggregate, non-identifying and anonymized data ("Collected Data"). Client acknowledges and agrees that it will have no rights in any products or services created or sold by Clarivate or its affiliates that use Collected Data.
6. **Early termination.** Client may terminate this Agreement at any time during the Initial Term effective as of the date of the next annual anniversary of the term if Client's budget (funding) is eliminated and Client provides written evidence of the elimination of Client's budget (funding), such evidence to be in the form and substance reasonably requested by Clarivate.
7. **Modules.** Your purchase and use of additional modules, tools or other applications from us with the Software are subject to the same terms as the Software.

Vega, Innovative Mobile, Innovative Phone Alerts or Software-as-a-Service

1. **License.** We will provide you with subscription access via a website to our Integrated Library System solution known as "Vega". Client and, where applicable, its Authorized Users may access and use Vega (including any client configurations) (i) only for the management of the library and for servicing its patrons (including permitting Authorized Users to search library catalogues), and not on an outsourced basis, as a service bureau, for resale, or similarly on behalf of or for the direct or indirect benefit of third parties, and (ii) only in accordance with the other terms of this Agreement.
2. **New Releases.** The license granted to you pursuant to this Agreement will include, at no additional cost, a license to use all new scheduled major releases, service pack releases, and hot fixes of the software offered generally by Clarivate to its clients during the term of this Agreement (collectively, "New Releases"). "New Releases" do not include new or additional modules, applications or other software now or hereafter offered by Clarivate, each of which require a separate license and payment of additional license fees. Additional fees may be required for implementation of New Releases.
3. **Aggregated Data.** In addition to the rights set forth in the Terms, we may use your Content and otherwise collect information related to your use of our product to create and use aggregate, non-identifying and anonymized data ("Collected Data"). Client acknowledges and agrees that it will have no rights in any products or services created or sold by Clarivate or its affiliates that use Collected Data.
4. **Authorized Users.** Patrons fall within the number of Authorized Users on your Order Form.

5. **Early termination.** Client may terminate this Agreement at any time during the Initial Term effective as of the date of the next annual anniversary of the term if Client's budget (funding) is eliminated and Client provides written evidence of the elimination of Client's budget (funding), such evidence to be in the form and substance reasonably requested by Clarivate.

OPERATIONAL MATERIALS ADDENDA

Software Support, Service Availability and Maintenance

This document outlines our Software support, maintenance and service availability for the following products ("Covered Products"):

Polaris, Sierra, Millennium, Virtua, or INN-Reach or Subscription and Perpetual Licenses

Support

Requesting support. Support includes issue analysis, support case management, prioritization of issues, tracking and investigation of issues and explanation of error messages. You must provide us with the information we need to resolve your problem. This includes relevant contact information, details about the problem, error messages, user IDs, and any other necessary information. If you have problems using our software, your designated administrators can contact us during normal hours. Your administrator will be provided an internal portal to report issues and review their status.

Support Access. If you host your own Software, you must provide us direct network internet access to the Software, including any firewalls. We require such access to correct Software bugs and carry out modifications of the Software for the purpose of maintaining the Software.

New Releases. Unless you have purchased our Hosting Services, additional fees at Clarivate's then-prevailing professional service rates will apply for implementation of New Releases.

Response. We will use commercially reasonable efforts to meet the service level objectives stated below. Target response times to confirm receipt and begin troubleshoot and diagnosis of the problem are below. Resolution times cannot be guaranteed, although we undertake every effort to resolve your issues as soon as possible.

Priority	Response	Criteria
Severity 1	1 Business hour	A major component of the software is in a non-responsive state and severely affects library productivity or operations. A high impact problem that affects the entire library system. Widespread system availability, production system is down
Severity 2	4 Business hours	Any component failure or loss of functionality not covered in Severity 1 that is hindering operations, such as, but not limited to: excessively slow response time, functionality degradation; error messages; backup problems; or issues affecting the use of the module or the data
Severity 3	2 Business Days	An issue (other than a Severity 1 or 2) which (a) has no direct and material impact on business processes, (b) has an impact only on a segment of users, or (c) does not yet disrupt time-critical business processes.
Severity 4	as promptly as is reasonably practical	Non-performance related incidents, including: general questions, requests for information, documentation questions, enhancement requests. These will be logged but no immediate action will be taken. We will generally monitor the situation but will not be obliged to provide any solution.



Escalation Path. If you do not receive a response within the timeframe designated above, please reach out to your Account Manager.

Hosting Services

The following terms apply to the extent you have purchased hosting services from Clarivate for one or more of the Covered Products.

Service availability

We endeavor to ensure 99.9% availability of our software and make commercially reasonable efforts to schedule maintenance and system upgrades during the weekends or outside regular business hours (i.e. after regular end of business Pacific Time and before start of business Eastern Time) with reasonable notice. Availability is calculated by dividing the number of minutes the software was available during the Measured Period by the total sum of the minutes in the Measured Period less any Excluded Downtime.

For the purposes of this calculation, (i) the Measured Period is a calendar year and (ii) the Excluded Downtime includes scheduled downtime for system maintenance and release updates, as well as any service unavailability attributable to your breach, any actions or omissions by you or your users, causes beyond our control, or separate instances of unavailability of less than 5 (five) minutes duration each, provided such instances are not of a persistent nature.

If availability falls below 99.9% in a month for three consecutive months, you will be entitled to a credit equal to the prorated amount of the fees for hosting services for any time during such three-month period in which the software was unavailable (other than Excluded Downtime). This credit will be your exclusive remedy for such unavailability.

Security Controls

We take reasonable and appropriate administrative, technical and physical measures to protect the confidentiality, integrity and availability of your data; however, security and compliance is a shared responsibility between you and Clarivate. Our responsibilities are described below. You should take into consideration any special configurations or third-party applications and your responsibilities depending on any applicable laws and regulations.

The table below sets forth the features of our standard cloud-based hosting option. Premium support may be available for an additional cost.

Feature	Standard
24x7 network monitoring	✓
Dedicated production environment	✓
99.9% guaranteed infrastructure uptime	✓
Dedicated public IP address and custom URL	✓
Operating system installation and management	✓
Library software installation and upgrades	✓
Data backups	Daily
Archive data backup retention	30 days

Network Systems Audit Logging. All firewall logon activity and password changes are logged, monitored, controlled and audited. All intrusion detection and firewall log monitoring is done through services provided by Innovative and those pertinent log files and configuration files are retained for ninety (90) days and can be made available upon request for audit and problem resolution, as may be required.

Network Monitoring. All network systems and servers are monitored 24/7/365. We will monitor its systems for security breaches, violations and suspicious (questionable) activity. This includes suspicious external activity (including, without limitation, unauthorized probes, scans or break-in attempts) and suspicious internal activity (including, without limitation, unauthorized system administrator access, unauthorized changes to its system or network, system or network misuse or program information theft or mishandling). Innovative will notify Client as soon as reasonably possible of any known security breaches or suspicious activities involving Client's production data or environment, including, without limitation, unauthorized access and service attacks, e.g., denial of service attacks.



Audit and Security Testing. Hosting Providers perform regular security audits and testing. You may not perform own audits of hosting providers.

Information Security Auditing/Compliance. Our hosting providers undergo SOC 1/SOC 2 Type 2/ISO 27001 audits each year by independent third-party audit firms. We offer hosting options in datacenters located in the United States, Canada, United Kingdom, Ireland, Australia and the Asia-Pacific region, however, Clarivate reserves the right to increase, decrease and/or relocate its datacenters at anytime.

Disclaimer

Support services do not include visits to your site, any services for third party equipment or software, problems stemming from a change you made to the software, or consulting services related to client specific configurations or implementation (such as interactions between the software and your hardware, installations at your site, assistance with acceptance testing, client specific templates or reports, etc). We have no obligation to correct any error resulting from a failure by you to implement a third-party software modification or update recommended by us and provided to you at no charge.

We are not responsible for downtime or any other failure to meet the availability requirement if the root cause of the disruption is (i) your breach of the agreement; (ii) your failure to use minimum recommended browser standards for access to and use of the software; or (iii) outside of our control including, but not limited to, failures of hardware or software of upstream service providers or at your location or improper use of the software. Any additional services which you may request and we may agree to perform will be billed on a time and materials basis subject to our current applicable rates.

Changes to Support Policy

This policy may be updated by us from time to time, in our sole discretion.



Software Support, Service Availability and Maintenance

This document outlines our Software support, maintenance and service availability for **Vega, Innovative Mobile, Innovative Phone Alerts or Software-as-a-Service**.

Support

Requesting support. Support includes issue analysis, support case management, prioritization of issues, tracking and investigation of issues and explanation of error messages. You must provide us with the information we need to resolve your problem. This includes relevant contact information, details about the problem, error messages, user IDs, and any other necessary information. If you have problems using our software, your designated administrators can contact us during normal hours. Your administrator will be provided an internal portal to report issues and review their status.

Response. We will use commercially reasonable efforts to meet the service level objectives stated below. Target response times to confirm receipt and begin troubleshoot and diagnosis of the problem are below. Resolution times cannot be guaranteed, although we undertake every effort to resolve your issues as soon as possible.

Priority	Response	Criteria
Severity 1	1 Business hour	A major component of the software is in a non-responsive state and severely affects library productivity or operations. A high impact problem that affects the entire library system. Widespread system availability, production system is down
Severity 2	4 Business hours	Any component failure or loss of functionality not covered in Severity 1 that is hindering operations, such as, but not limited to: excessively slow response time, functionality degradation; error messages; backup problems; or issues affecting the use of the module or the data
Severity 3	2 Business Days	An issue (other than a Severity 1 or 2) which (a) has no direct and material impact on business processes, (b) has an impact only on a segment of users, or (c) does not yet disrupt time-critical business processes.
Severity 4	as promptly as is reasonably practical	Non-performance related incidents, including: general questions, requests for information, documentation questions, enhancement requests. These will be logged but no immediate action will be taken. We will generally monitor the situation but will not be obliged to provide any solution.

Escalation Path. If you do not receive a response within the timeframe designated above, please reach out to your Account Manager.

Hosting Services

Service availability

We endeavor to ensure 99.5% availability of our software and make commercially reasonable efforts to schedule maintenance and system upgrades during the weekends or outside regular business hours (i.e. after regular end of business Pacific Time and before start of business Eastern Time) with reasonable notice. Availability is calculated by dividing the number of minutes the software was available during the Measured Period by the total sum of the minutes in the Measured Period less any Excluded Downtime.



For the purposes of this calculation, (i) the Measured Period is a calendar year and (ii) the Excluded Downtime includes scheduled downtime for system maintenance and release updates, as well as any service unavailability attributable to your breach, any actions or omissions by you or your users, causes beyond our control, or separate instances of unavailability of less than 5 (five) minutes duration each, provided such instances are not of a persistent nature.

If availability falls below 99.5% in a month for three consecutive months, you will be entitled to a credit equal to the prorated amount of the fees for hosting services for any time during such three-month period in which the software was unavailable (other than Excluded Downtime). This credit will be your exclusive remedy for such unavailability.

Security Controls

We take reasonable and appropriate administrative, technical and physical measures to protect the confidentiality, integrity and availability of your data; however, security and compliance is a shared responsibility between you and Clarivate. Our responsibilities, including those managed by Clarivate hosting partners, are described below. You should take into consideration any special configurations or third-party applications and your responsibilities depending on any applicable laws and regulations.

The table below sets forth the features of our standard cloud-based hosting option. Premium support may be available for an additional cost.

Feature	Standard
24x7 network monitoring	✓•
Dedicated production environment	✓•
99.5% guaranteed infrastructure uptime	✓•
Dedicated public IP address and custom URL	✓•
Operating system installation and management	✓•
Library software installation and upgrades	✓•
Data backups	Daily
Archive data backup retention	30 days

Network Systems Audit Logging. All network logon activity and password changes are logged, monitored, controlled and audited. All intrusion detection and firewall log monitoring is done through services provided by the Hosting Provider. The pertinent log files and configuration files related to customer's hosted solution are retained for seven days and can be made available upon request for audit and problem resolution, as may be required.

Encryption. Encryption for data-in-transit is provided as a part of the Standard Plan.

Network Monitoring. All network systems and servers are monitored 24/7/365. We will monitor its systems for security breaches, violations and suspicious activity. This includes suspicious external activity (including, without limitation, unauthorized probes, scans or intrusion attempts) and suspicious internal activity (including, without limitation, unauthorized system administrator access, unauthorized changes to its system or network, system or network misuse or program information theft or mishandling). Innovative will notify Client as soon as reasonably possible of any known security breaches or suspicious activities involving Client's production data or environment, including, without limitation, unauthorized access and service attacks, e.g., denial of service attacks.

Physical Security. The physical infrastructure used to support the product (and other professional services purchased by you from Clarivate, as applicable), including the servers, storage, switches, and firewalls, are provided by the hosting provider. The hosting provider limits access to only authorized personnel, and badge and/or biometric scanning controls access. Security cameras placed in the hosting facilities provide video surveillance.

Audit and Security Testing. Hosting providers perform regular security audits and testing. You may not perform own audits of hosting providers.

Security Assessments. Client may perform vendor due diligence reviews of Innovative's security best practices. Innovative undergoes annual audits by independent firms and will share its security certifications, and audit reports under Non-Disclosure, as requested by Client.



Information Security Auditing/Compliance. Our hosting providers undergo SOC 1/SOC 2 Type 2/ISO 27001 audits each year by independent third-party audit firms. We also hold the internationally-recognized ISO 27001:2013 standard for its information security management system supporting the hosting solutions. We partner with hosting providers who are designed to satisfy requirements of most security sensitive customers with constant monitoring, high automation, high availability, and highly accredited to global security standards, including: PCI DSS Level 1, ISO 27001, FISMA Moderate, FedRAMP, HIPAA, and SOC 1 (formerly referred to as SAS 70 and/or SSAE 16) and SOC 2. We offer hosting options in datacenters located in the United States, Canada, United Kingdom, Ireland, Australia and the Asia-Pacific region, however, Clarivate reserves the right to increase, decrease and/or relocate its datacenters at anytime.

Your responsibility. Client remains responsible for properly implementing access and use controls and configuring certain features and functionalities of the software that Client may elect to use in the manner that Client deems adequate to maintain appropriate security, protection, deletion, and backup of its data.

Disclaimer

Support services do not include visits to your site, any services for third party equipment or software, problems stemming from a change you made to the software, or consulting services related to client specific configurations or implementation (such as interactions between the software and your hardware, installations at your site, assistance with acceptance testing, client specific templates or reports, etc). We have no obligation to correct any error resulting from a failure by you to implement a third-party software modification or update recommended by us and provided to you at no charge.

We are not responsible for downtime or any other failure to meet the availability requirement if the root cause of the disruption is (i) your breach of the agreement; (ii) your failure to use minimum recommended browser standards for access to and use of the software; or (iii) outside of our control including, but not limited to, failures of hardware or software of upstream service providers or at your location or improper use of the software. Any additional services which you may request and we may agree to perform will be billed on a time and materials basis subject to our current applicable rates.

Changes to Support Policy

This policy may be updated by us from time to time, in our sole discretion.



Part of **Clarivate**

Innovative Interfaces Incorporated
789 E. Eisenhower Parkway
Ann Arbor MI 48108
United States

Pricing Exhibit

Page 1 of 2

Date 7/5/2024
Quote # EST-INC17500

Payment Terms Net 30
Overall Contract Term (Months) 36
Contract Start Date 9/1/2024
Contract End Date 8/31/2027
Sales Rep CR Manager
Site Code nvcl
Expires 10/3/2024

Bill To

Nevada County Community Library
980 Helling Way
Nevada City CA 95959-8619
United States

Ship To

Nevada County Community Library
980 Helling Way
Nevada City CA 95959-8619
United States

Currency

USD

Item	Item Category	Qty	Description	Options	Original Rate	Discounted ...	Amount
Polaris Success Bundle - Public	License - Term	1	Polaris Public Success Bundle Polaris is an integrated library system solution to manage physical and digital resources and library patron accounts. Combines library operational workflows with open architecture and APIs for integration with external systems. Supports staff tasks, including a Web-based interface (Leap), and patron access services. Public Success Bundle includes Core Bundle functionality and adds: eContent Integration, Carousel, Outreach, up to 10 SIP2 Licenses, Community Profiles, Staff-Facing eCommerce, Integration with 3rd Party Vendors, Mobile Patron App (MyLibrary!) & RESTful APIs.				32,604.58
Polaris Dedicated Hosting - US/APAC	License - Term	1	Dedicated Cloud Hosting environment for Polaris in production enables libraries to eliminate the overhead of maintaining an on premise server for Polaris ILS. When Polaris is hosted, Innovative takes responsibility for release upgrades, backups, and system / environment maintenance & security updates. Includes Terminal services, PAC services, Reporting services, Screwdriver services				13,331.65
Polaris Content Cafe Subscription	License - Term	1	Content Café Subscription options enable libraries to display enriched content in their PAC. Content choices include full-color cover art, full-text reviews from commercial sources, professional summaries, table of contents data, book excerpts, author bios, and more.				517.03
Staff User Licenses	License - Term	35	Staff User Licenses				6,086.19
Polaris VPN	License - Term	1	Polaris VPN				2,898.18
Additional Patron Languages	License - Term	1	Additional Patron Languages				869.46
Staff User Licenses	License - Term	1	Staff User Licenses				450.20



Part of **Clarivate**

Pricing Exhibit

Page 2 of 2

Date
Quote #

7/5/2024
EST-INC17500

Innovative Interfaces Incorporated
789 E. Eisenhower Parkway
Ann Arbor MI 48108
United States

Item	Item Category	Qty	Description	Options	Original Rate	Discounted ...	Amount
Barcodes Annual Subscription	SaaS	6	1 September 2024 - 31 August 2025 Checkout and check-in with barcode				546.36
Innovative Mobile App	SaaS	1	Innovative Mobile is a mobile library application designed to extend the walls of your library through advanced capabilities such as discovery, patron account access, and "Click and Collect" which allows patrons to reserve items and then be notified when it's time to pick up.				3,096.06
Staff User Licenses	License - Term	1	1 May 2025 - 31 August 2025 (Co-termed to align with September - August billing cycle) Staff User Licenses 1 June 2025 - 31 August 2025 (Co-termed to align with September - August billing cycle) Year 2 of 3 - \$70,165.29 1 September 2025 - 31 August 2026 Year 3 of 3 - \$72,270.25				109.27

Total Fees US\$60,508.98



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 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, distribute, 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 AI 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 (iii) 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 COMMERCIALY 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 ITS 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.

18. Insurance

Clarivate shall procure and maintain insurance for the duration of the contract as provided in Exhibit A ("Insurance Requirements") attached hereto.

19. Indemnification

To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, which include claims arising out of personal injuries, death, or damages to property (including employees or property of the Indemnified Party). The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for personal injuries (including death) to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.

20. Data Security

Data Security requirements of Clarivate are incorporated herein as Exhibit B ("Information Technology Security").



21. Disentanglement

If directed by County, Clarivate shall cooperate with County and County's other vendors and contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Clarivate shall cooperate with County to accomplish a complete transition of the services as set forth in this Agreement being terminated to County or to any replacement provider designated by County, without any interruption or adverse impact on those services or any other services provided by third parties. Clarivate shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including but not limited to providing to County or any new service provider all requested information or documentation required to assist County in effecting a complete transition to the new service provider. Clarivate shall provide all information or documentation regarding the services to be transitioned, including but not limited to data conversion tables, client files, interface specifications, and training materials. Clarivate shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee. All Clarivate work done as part of the Disentanglement shall be performed by Clarivate and will be reimbursed by the County at no more than Clarivate's costs, up to the total amount of this Agreement. Clarivate shall not receive any additional or different compensation for the work otherwise required by the Agreement. Clarivate's obligation to provide the Services shall not cease until the earlier of the following: a) the Disentanglement is completed to the County's reasonable satisfaction, or b) twelve (12) months after the expiration of the then-current Term of the Agreement.

22. Jurisdiction and Venue

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

Last updated: March 2024 (Version 3.2)

EXHIBIT A

INSURANCE REQUIREMENTS

Insurance. Clarivate shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Clarivate, its agents, representatives, employees, or subcontractors. Coverage shall be at least as broad as:

- (i) **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 (or equivalent form) covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits of **\$1,000,000 USD per occurrence and \$2,000,000** general aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04 or equivalent form) or the general aggregate limit shall be twice the required occurrence limit.
- (ii) **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of **\$1,000,000** per accident for bodily injury or disease.

CLARIVATE AFFIRMS UNDER PENALTY OF PERJURY THEY ARE INDEPENDENT AND WITHOUT EMPLOYEES. CLARIVATE AFFIRMS THEY CARRY HEALTH INSURANCE POLICY, HEALTHCARE SERVICE PLAN, OR DISABILITY INSURANCE COVERING CLARIVATE FOR BODILY INJURY OR DISEASE. CLARIVATE FURTHER AGREES TO WAIVE ALL RIGHTS TO WORKERS' COMPENSATION BENEFITS FOR ANY ACCIDENT FOR BODILY INJURY OR DISEASE. CLARIVATE HEREBY GRANTS TO COUNTY A WAIVER OF ANY RIGHT TO SUBROGATION WHICH ANY INSURER OF SAID CLARIVATE MAY ACQUIRE AGAINST THE COUNTY BY VIRTUE OF THE PAYMENT OF ANY LOSS UNDER SUCH INSURANCE.

- (iii) **Cyber Liability** Insurance, with limit of \$5,000,000 per claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Clarivate in this Contract. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (i) **Additional Insured Status:** The County, its officers, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Clarivate including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Clarivate's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 25, CG 20 33, or CG 20 38; **and** CG 20 37 forms **or equivalent** if later revisions used.)
- (ii) **Primary Coverage** For any claims related to this contract, the **Clarivate's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Clarivate's insurance and shall not contribute with it.
- (iii) **Umbrella or Excess Policy:** The Contract may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable if all the Primary and Umbrella or Excess



Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Clarivate’s primary and excess liability policies are exhausted.

- (iv) **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.
- (v) **Waiver of Subrogation** Clarivate hereby grants to County a waiver of any right to subrogation which any insurer of said Clarivate may acquire against the County by virtue of the payment of any loss under such insurance. Clarivate agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the County has received a waiver of subrogation endorsement from the insurer.
- (vi) **Sole Proprietors** If Clarivate is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Clarivate shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers’ compensation or other programs afforded to County employees.
- (vii) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the County.
- (viii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: *(note – should be applicable only to professional liability)*
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at **two (2) years** after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, Clarivate must purchase “extended reporting” coverage for a minimum of two (2) years after completion of contract work.
- (ix) **Verification of Coverage** Clarivate shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Clarivate’s obligation to provide them. The County reserves the right to require certificates, including endorsements required by these specifications, at any time.
- (x) **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (xi) **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- (xii) **Material Breach** Failure of Clarivate to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.
- (xiii) **Certificate Holder** the Certificate Holder on insurance certificates and related documents should read as follows:
 - County of Nevada
 - 950 Maidu Ave.
 - Nevada City, CA 95959



Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator



EXHIBIT B

INFORMATION TECHNOLOGY SECURITY

1. Notification of Data Security Incident

For purposes of this section, "Data Security Incident" is defined as unauthorized access to Clarivate's business and/or business systems by a third party, which access could potentially expose County data or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, Clarivate must notify County **in writing (with email being preferred) as soon as possible and no later than 48 hours after Clarivate determines a Data Security Incident has occurred**. Notice under this section must include the date of incident, Clarivate's systems and/or locations which were affected, and County services or data affected. The duty to notify under this section is broad, requiring disclosure whether any impact to County data is known at the time, to enable County to take immediate protective actions of its data and cloud environments. Notification shall be made via email to: InfoSec.Notifications@nevadacountyca.gov.

Failure to notify under this section is a material breach, and County may immediately terminate the Agreement for failure to comply.

2. Data Location

2.1 Clarivate shall not store or transfer non-public County of Nevada data outside the United States. This prohibition includes backup data and Disaster Recovery locations. Clarivate will permit its personnel and contractors to access County of Nevada data remotely only as required to provide technical support.

2.2 Clarivate must notify the County **in writing within 48 hours** of any location changes to Clarivate's data center(s) that will process or store County data.

3. Data Encryption

3.1 Clarivate shall encrypt all non-public County data in transit regardless of the transit mechanism.

3.2 Clarivate shall encrypt all non-public County data at rest.

3.3 Encryption algorithms shall be AES-128 or better.

4. Single Sign On

Client wishes to enable Microsoft 365 Entra ID SSO on their account and Consultant agrees to promptly enable this functionality after activation of the Client account.

5. Cybersecurity Awareness and Training

The County maintains a robust Cybersecurity Awareness and Training program intended to assist employees and contractors with maintaining current knowledge of changing cybersecurity threats and countermeasures. Clarivate will maintain records of the program for review by the County when requested.