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## **BASIC ORDERING AGREEMENT BETWEEN**

CLARIVATE ANALYTICS (US) LLC ("Clarivate")

**AND**

UCHICAGO ARGONNE LLC, on behalf of the US Department of Energy ("DOE") Integrated Contractor Purchasing Team (hereinafter "DOE ICPT")

## **BASIC ORDERING AGREEMENT**

**8I-30019**

This Basic Ordering Agreement (BOA) between Clarivate Analytics (US) LLC ("Clarivate") (Vendor, hereinafter "Seller") and DOE ICPT is entered into to provide products and services to DOE Contractors and authorized subcontractors in accordance with the following:

1. This Agreement includes products listed in Attachment A.
2. This BOA is for the Department of Energy Contractors having a prime contract with the DOE and authorized subcontractors named in Attachment A.
3. This Agreement may also be used by other DOE Prime Contractors (collectively herein after called "Contractor").
4. The pricing is in accordance with Attachment C.
5. General Terms and Conditions (04/2016) are included in Attachment D, and made a part herein.

The parties agree that Contractors, may place orders under this BOA and receive the appropriate, discounted price. Each DOE Contractor shall place its own Orders under this Agreement and shall be direct-billed accordingly.

### **ARTICLE 1 - SCOPE OF WORK**

All Orders placed hereunder shall reference the number of this BOA (Agreement No.) and Individual Awards by sites participating. The term of this BOA is five years from the effective date of this BOA. Effective term of Agreement is January 1, 2018 through December 31, 2022.

The Seller agrees to furnish such quantities of products or services described herein as Contractor may order during the term of this Agreement. The Seller's obligation to each Contractor shall become effective upon acceptance of particular orders issued under the Agreement.

### **ARTICLE 2 - DELIVERY/PAYMENT**

The work specified in Article 1 shall be completed and delivered as follows:

- F.O.B. Point (point of delivery): Destination
- Payment Terms: Prompt payment discount or Net 30 days from receipt of a proper invoice
- Delivery location and schedule shall be negotiated for each order under this BOA.

### **ARTICLE 3 - FIXED PRICES**

The Contractor shall be entitled to purchase goods and services listed in Attachment A at the fixed prices identified in Attachment C. The prices identified in Attachment C are firm for the effective period of this Agreement, described in Article 1, Scope of Work, unless the Contractor is otherwise notified. The Seller reserves the right to change any price reflected in Attachment C provided that written or electronic notification is

provided to the Contractor 30 days prior to the annual renewal and any change in pricing submitted to the Contractor as acceptable.

#### ARTICLE 4 - ADMINISTRATIVE

BOA Procurement Administrator's Address is as follows:  
William M. Walsh  
UChicago Argonne LLC  
Contracts Administration Manager  
Tel: 630-252-7045  
Email: [mwalsh@anl.gov](mailto:mwalsh@anl.gov)

BOA Sellers Administrator's Address is as follows:  
Clarivate Analytics (US) LLC  
Attn: Contracts Administration  
1500 Spring Garden Street, Fourth Floor  
Philadelphia, PA 19130

#### ARTICLE 5 - SMALL BUSINESS RESELLER REQUIREMENTS

For those Agreements that are written to large business, the Seller agrees to offer all products and services described herein to the Contractors through authorized dealers/resellers.

This includes local small/small disadvantaged, woman-owned, HUB Zone, veteran-owned and service disabled veteran-owned businesses for the Contractors. This will assist the contractors in meeting established socio-economic goals imposed by the Department of Energy. The Seller agrees to propose a pricing strategy that would allow authorized dealers/resellers to sell to the Contractors at the ICPT agreed upon prices.

#### ARTICLE 6 - SITE-SPECIFIC TERMS AND CONDITIONS

The Seller acknowledges that the Contractor may have requirements unique to its post, mission, and/or geographic location. Therefore, the Seller agrees that the Contractor placing an order under this BOA reserves the right to incorporate its own Site-Specific Terms & Conditions relative to Environmental Safety and Health considerations as well as FAR, DEAR, or other applicable regulations and laws.

Seller's site specific pricing shall be included under Attachment C, Pricing.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year of [Contractor's] signature date.

ACKNOWLEDGED AND CONFIRMED;

[SELLER] CLARIVATE ANALYTICS (US)LLC  
BY: *CM*  
TITLE: Vice President , Global Sales Ops  
DATE: 01/19/18

[CONTRACTOR] UCHICAGO ARGONNE LLC  
BY: *William M. Walsh*  
TITLE: Contract Administration Manager  
DATE: 12-31-2017

## ATTACHMENT A

The following sites which are all DOE Laboratories are currently contemplated to participate and utilize this ICPT Agreement. It is understood and agreed that each site will issue its own individual order to participate in this agreement.

Argonne National Laboratory

Bettis/Knolls National Laboratory

Brookhaven National Laboratory

Idaho National Laboratory

Thomas Jefferson National Accelerator Facility

Los Alamos National Laboratory

National Nuclear Security Administration - Kansas City National Security Campus

Oak Ridge National Laboratory

Pacific Northwest National Laboratory

Savannah River National Laboratory

\*At each site Authorized Users are those individuals employed or otherwise engaged by Licensee in research and development in furtherance of the licensee's business including employees, contractors, subcontractors, consultants, students and onsite visitors.

### **SITE(S) OR IP ADDRESS(ES)**

Please see attached Site List and Pricing for Information.

### **LICENSE LEVELS AND END USER LICENSE DEFINITION**

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

**Employee/Member:** In relation to a commercial or government entity, an employee of that entity; or in relation to an academic institution, (i) an employee, current student or full faculty member of that institution and (ii) any other persons who are permitted to access the institution's information services on an occasional basis including employees, contractors, subcontractors, consultants, students, and onsite visitors from computer terminals physically located in the institution's library facilities.

**Limited License:** License rights continue until the end of the term of the service.

**Perpetual License:** License rights continue in perpetuity unless terminated by us due to your breach or insolvency.

## TERMS

These Terms govern your use of the Clarivate Analytics products and services in your 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 product terms and operational documents), 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 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 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 user agreement accessible at: <http://terms.clarivate.com>.

**(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 <http://terms.clarivate.com>

**(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 advise 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

**(a) License.** You may install and use our software and documentation only for your own internal business purposes. Software licenses do not include updates (bug fixes, patches, maintenance releases), upgrades (releases or versions that include new features or additional functionality) or APIs unless expressly stated in the order form. Your order form details your permitted installations, users, locations, the specified operating environment and other permissions. You may use our software in

object code only. You may make necessary copies of our software only for backup and archival purposes.

**(b) Delivery.** We deliver our software by making it available for download. You may first need to provide us with certain identifying information about your system administrator and you may be required to confirm availability or installation of our software.

(c) **Acceptance.** When you download our software and documentation, you are accepting it for use in accordance with

the agreement.

#### 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

(a) **License.** To the extent required for the proper benefit of our professional services, you may use deliverables for your internal business purposes in accordance with the rights and restrictions set out in your order form (which includes a statement of work). If deliverables includes configuration or modifications to our standard products, services or data, you may use those deliverables in the same way as those products, services or data.

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

(c) **Changes.** Either of us may make written (including email) requests to change any aspect of the professional services, provided that no change will take effect unless and until we have

each signed a formal change order. You must reasonably assist us in assessing your change requests and, if we agree in principle, we will without undue delay prepare a formal change order detailing the scope and impact of the change and any consequential changes required to the agreement for our joint review and approval.

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

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

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

#### 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. 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 process personally identifiable information (PII) you provide in accordance with applicable law. You confirm that you will only provide PII as permitted by applicable law. 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 PII. You consent to the transfer and processing of PII to the geographical regions necessary for us to fulfill our obligations. PII includes any information relating to an identified living natural person or a living natural person who can be identified directly or indirectly by means reasonably likely to be used by the controller of the information, or any other natural or legal person.

## 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 may request a certification of compliance by your CIO or equivalent, provided that we will not make more than one such request in 12 months, unless we reasonably believe you are in breach or we are required to by a third party provider. Subject to the US Department of Energy's and your security,

confidentiality, safety and privacy policies and procedures, the parties mutually agree to the terms of an audit.

(b) **Costs.** If an audit reveals that you have breached the Agreement, you will pay any underpaid charges.

## 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 REFUND ALL APPLICABLE CHARGES WITHOUT ANY

FURTHER LIABILITY FOR BREACH OF THE SOFTWARE WARRANTY.

(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 REFUND ALL APPLICABLE CHARGES WITHOUT ANY FURTHER LIABILITY FOR BREACH OF WARRANTY AND WE MAY TERMINATE THE AFFECTED SERVICES BY WRITTEN NOTICE TO YOU.

(d) **NO ADVICE.** WE ARE NOT PROVIDING ANY ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR PRODUCTS, SERVICES OR DATA. YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY.

(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 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

### 13. TERM, TERMINATION

**(a) Term.** The term and any renewal terms for the products and services are described in your order form. If either of us does not wish to renew, 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 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

### 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

### 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, except to a successor operator appointed by DOE (Department of Energy). We will provide you with written notice if we assign or transfer the agreement as part of our business reorganization, which we may do provided the products or services will not be adversely affected.

**(b) Feedback.** RESERVED

**(c) 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.

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.

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.

**(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.

hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies, and the like.

**(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 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.

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

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

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



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

(i) **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.

Last updated: October 2017



## PRODUCT / SERVICE TERMS

All additional terms that relate to specific products or services are listed in alphabetical order below. Please refer to the Agreement section of your order form to determine which product or service terms apply to you. Your order form will only direct you to this document if there are additional terms which apply to the products and services that you have ordered. If you have ordered a product or service that is not listed below, then this document does not apply to your order.

### INCITES

**1. License. (a) Profiling and Benchmarking.** You may view and use the customized data and datasets for profiling and benchmarking researchers, institutions, journals, countries and regions.

**(b) Extracts.** You may include 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, in internal documents and systems that are your property, provided that you do not create metrics or indicators for internal DOE use only.

**(c) Distribution.** You may 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, to third

parties as incidental samples for illustrative or demonstration purposes only.

**(d) Your Materials.** Article metadata and metrics relating to materials authored by your faculty, students or affiliated researchers, and your demographic and financial information, may be (i) downloaded to and maintained within an internal system that can be accessed and viewed only by your faculty, students and affiliated researchers; and (ii) incorporated into internal reports that are your property.

**2. Post-Termination Rights.** Unless the service is terminated for your breach, you may retain any data that you have downloaded during the term and continue to use that data in accordance with the agreement.

### JOURNAL CITATION REPORTS

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

**2. Further Distribution.** You may also distribute *Journal Citation Reports* data: i) amongst authorized users within your organization; ii) to government and regulatory authorities investigating you, if specifically requested; and iii) to persons acting on your behalf, to the extent required to advise you, provided they are not competitors of Clarivate Analytics.

Wholesale sharing / distribution of *Journal Citation Reports* data or using downloaded *Journal Citation Reports* data to create a derivative database, product, or metrics other than as permitted by these Terms is strictly prohibited.

**3. Attribution.** If you quote or excerpt *Journal Citation Reports* data as expressly permitted above, you must appropriately cite and credit the *Journal Citation Reports* and/or *Journal Impact Factor* source as Clarivate Analytics products. For example, "2016 *Journal Citation Reports* (Clarivate Analytics, 2017)."

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trademarks shall not falsely suggest an affiliation, sponsorship, or endorsement with Clarivate Analytics or its products or services.

**For researchers in bibliometrics only:** We understand that *Journal Citation Reports*, *Journal Impact Factor* and underlying Clarivate data may be a resource for researchers in bibliometrics. If your intended use is not covered by these Terms, please send a written request outlining the specific material involved, the approximate number of copies you wish to distribute and the purpose and format of use to our Copyright Office at <https://clarivate.com/legal/copyright/>.

**For journal editors and publishers only:** If your organization's work is listed in *Journal Citation Reports*, the following additional rights and guidelines apply:

Please feel free to utilize the *Journal Impact Factor* badge sent to you (or please contact Clarivate Publisher Relations to obtain a badge at [publisher\\_relations@clarivate.com](mailto:publisher_relations@clarivate.com)) to display on your webpage showing that you are listed in *Journal Citation Reports*.

Review the [Promotion Guidelines](#) for promotional language and an explanation of the process by which journals are selected for *Web of Science* indexing and listed in *Journal Citation Reports*. You can also communicate your new *Journal Impact Factor* directly to researchers through the newly expanded [Web of Science Author Connect](#) list services.

These terms apply to all uses of *Journal Citation Reports*, regardless of your product package or how you subscribed to *Journal Citation Reports*.

### WEB OF SCIENCE: CUSTOM DATA SETS

**1. License.** For internal, non-commercial purposes only, you may (i) use the custom dataset for numerical or statistical analyses of data elements derived from the service; (ii) download the custom dataset for use in data analytics and proprietary or

third party tools; (iii) use "web crawlers" to extract patterns from the custom dataset; and (iv) create derivative databases consisting of the results of (i) to (iii).



**2. Limitations.** You may not distribute, sublicense or publicize any portion of the custom dataset or derivative databases. If specified on the order form, you may use the custom dataset and the derivative databases only for the designated project.

**3. Ownership.** The custom dataset and all derivative databases are our exclusive property and all rights are reserved.

## **WEB OF SCIENCE: PERPETUALLY LICENSED INFORMATION**

Within 30 days after termination, you may request delivery of perpetually licensed data in a format determined by us. You may use the perpetually licensed data only in connection with software or systems we have provided or approved in writing. If we provide software to you for the sole purpose of accessing and

viewing the perpetually licensed data (i) you may not use that software for any other purpose; and (ii) we make no warranties, representations or undertakings, and accept no liability, in relation to that software.

## **WEB OF SCIENCE: PROFILES**

**1. License.** You may upload content relating to your faculty members, staff and students, and your affiliated researchers. Your content may consist of personal data and information about the individuals' service, teaching and research activities, and may be extracted from (i) your internal systems and repositories; (ii) our proprietary data sources; or (iii) publicly available data sources. Each of your users may also submit content to the extent it pertains to that user or another user that has authorized its submission.

**2. Content Upload.** You must upload content in accordance with our standard policies, formats and applicable specifications in effect from time to time.

**3. Our Use.** We may use content authorized by you or marked public to create derivative works and metrics for incorporation into the software or other products and services, provided it has been fully anonymized.

**4. Post Termination Rights.** Subject to the terms of the agreement, you may export your content from our hosted software within 60 days after termination.

Last updated: October 2017



# THIRD PARTY TERMS

These additional terms apply to third party providers' data and/or software and take priority over all other terms of the agreement.

## ENDNOTE

### For EndNote desktop versions only:

(a) You agree to:

- (I) use PDFNet SDK from PDFTron Systems Inc. only as an embedded component of EndNote;
- (II) not use PDFNet SDK for development, compilation, debugging and similar design-time purposes;
- (III) not reverse-compile or decompile, analyze, reverse-engineer, reverse-assemble or disassemble, unlock or otherwise attempt to discover the source code or underlying algorithms of PDFNet SDK or attempt to do any of the foregoing in relation to the object code of PDFNet SDK; and
- (iv) not modify, adapt, translate or create any derivative works of PDFNet SDK or merge PDFNet SDK into any other software.

- (b) You will not access, install, download, copy, modify, or transfer PDFNet SDK, or any copy, adaptation, transcription, or merged portion thereof, except as expressly permitted by us. Your rights will be non-exclusive and except as expressly permitted by us, non-assignable;
- (c) PDFTron Systems Inc. will have the exclusive ownership of all right, title, and interest in and to PDFNet SDK, including ownership of all intellectual property rights and confidential information pertaining thereto, subject only to the rights and privileges expressly granted to you; and
- (D) Your obligations will remain in effect for as long as you continue to possess or use PDFNet SDK, and such obligations will be enforceable by PDFTron Systems Inc. as a third party beneficiary against you.

### For the products known as MEDLINE®/PUBMED® only:

(a) The U.S. National Library of Medicine (NLM) National Institutes of Health, Department of Health and Human Services, represents that its data were formulated with a reasonable standard of care. Except for this representation, NLM makes no representation or warranties, expressed or implied. This includes, but is not limited to, any implied warranty of merchantability or fitness for a particular purpose, with respect to the NLM data, and NLM specifically disclaims any such warranties and representations.

(b) Client's use of MEDLINE®/PubMed® is subject to compliance with this agreement. Use of MEDLINE®/PubMed® with updates resulting from duplication, sale or redistribution of NLM data as licensed under this agreement must conform to the requirements set forth below:

(i) The requirements below apply when Client's products/services/applications are not based on a static version of the data, but rather are updated on a regular or irregular basis by adding new records, replacing revised records, and removing deleted records supplied by NLM. The NLM requirements below apply whether or not the updated products/services/applications are available to a limited number of people or available to many people, and whether or not there is restricted or unrestricted use of the updated products/services/applications.

(ii) Each item below applies for use of licensed MEDLINE®/PubMed® data. Database name(s) in brackets following a clause indicates that the clause also applies for use of that data.

(iii) If applicable, Client shall:

(1) Comply with the following data display requirements:

(A) If the product/service/application is a citation retrieval system displaying MEDLINE®/PubMed® citation data and the product/service/application does not provide a direct electronic link to the corresponding record in PubMed at NLM, at least the minimal set of data elements provided below for each record must be displayed. If the product/service/application is a citation retrieval system displaying MEDLINE®/PubMed® citation data and the product/service/application does provide a direct

electronic link to the corresponding record in PubMed® at NLM, there is no minimal set of data elements required for display.

(B) If the product/service/application retrieves data derived from MEDLINE®/PubMed® records and does not provide a direct electronic link to the underlying record(s) in PubMed®, at least the NLM PMID(s) associated with the underlying citation(s) from which the data are derived must be displayed (this enables users to obtain the record in PubMed®). If the product/service/application retrieves data derived from MEDLINE®/PubMed® records and does provide a direct electronic link to the underlying record(s) in PubMed®, there is no data element requirement for display.

(2) Incorporate files that replace all previously distributed records (e.g., the annual MEDLINE®/PubMed® baseline files) no later than ninety (90) days after the date such files are made available to Client hereunder. Client shall make known, in a suitably clear and conspicuous manner, the currency of the NLM data used in its products/services/applications, based on the date NLM released the most recent data file used (i.e., the date NLM put the files on its server). [Also applies to Catfile, CatfilePlus, Serfile, CCRIS, ChemIDplus® Subset, DIRLINE®, HSDB®, GENE-TOX, TOXLINE® Subset]

(3) Follow the NLM best practices recommendation that Client incorporate periodic update files containing new and/or maintained records, and remove deleted records, at least once every thirty (30) days after the date made available to Client. [Also applies to Catfile, CatfilePlus, and Serfile] The following alternative to the best practices recommendation is permissible: If, at Client's discretion, the suitability of Client's product/service/application is not adversely affected by less frequent updates, updates may take place less frequently than every thirty (30) days. In this case, requirements in this clause still apply. If Client's products/services/applications are updated during a calendar year but not within thirty (30) days after NLM makes new/maintained/deleted records available, Client shall make known in a suitably clear and conspicuous manner that the products/ services/applications may not reflect the most current/accurate biomedical/scientific data available from NLM. In



either case, Client shall make known, in a suitably clear and conspicuous manner, the currency of the NLM data used in its products/services/applications, based on the date NLM released the most recent data file used (i.e., the date NLM put the files on its server).

(4) Take reasonable steps to make known dosage errors in abstracts or retracted or partially retracted publications within thirty (30) days from the date such records are distributed by NLM. Recommended wording examples: "Published dosage error in abstract of PMID 1234567 is corrected in current version of the record." "Article cited in PMID 1234567 is retracted (or partially retracted) by item cited in PMID 9876543."

(5) Perform updates and any value-added activity in such a way that no NLM-provided content becomes incorrect. [Also applies to Catfile, CatfilePlus, and Serfile, CCRIS, ChemIDplus Subset, DIRLINE, HSDB, GENE-TOX, TOXLINE Subset]

(6) Describe in a suitably clear and conspicuous manner the update frequency for Client's addition of new records, application of maintained records, and removal of deleted records. [Also applies to Catfile, CatfilePlus, Serfile, CCRIS, ChemIDplus Subset, DIRLINE, HSDB, GENE-TOX, TOXLINE Subset]

(7) Take reasonable steps to prevent access to products/services/applications containing NLM data or data derived from NLM databases that have become superseded by updated and/or maintained versions. [Also applies to CCRIS, ChemIDplus Subset, DIRLINE, HSDB, GENE-TOX, TOXLINE Subset]

(8) MEDLINE®/PubMed® MINIMAL DATA ELEMENT SET The following elements, when present on the MEDLINE®/PubMed® record, are the minimal set required for display from Client's products/services/applications when all of the following conditions exist:

(A) Clause (b) above applies (that is, Client's products/services/applications are not based upon a static version of the data).

(B) Client's product/service/application is a citation retrieval system displaying MEDLINE®/PubMed® citation data.

(C) There is not a direct link from the data displayed to the corresponding record in PubMed at NLM. (If there is a direct link from the data displayed in Client's product/service/application to the record in PubMed at NLM, display of all elements below in Client's product/service/application is not required.)

Elements with "X" in the Search Status column must be searchable.

Element Name	Element Meaning	Search Status
AuthorList	Author(s)	X
PubDate	Date of publication	
DateRevised	Date record last revised***	X
Pagination	Pagination	
ELocationID (optional if Pagination is present)	Electronic Location ID	

Last Updated: June, 2017

(DOI and/or PII)

MedlineTA	Journal title abbreviation*	X
ArticleTitle	Title of article**	X
PMID Unique Identifier***		X
Volume	Journal Volume	
Comments/Corrections	Commentary, erratum, retraction, etc.	

\*Full journal title (element name = Title) may be used instead.

\*\*Individual words in article title must be directly searchable.

\*\*\*May be suppressed in publicly available applications but must be searchable internally (for quality assurance purposes).

(c) If Client is permitted to redistribute or retransmit records or derived data from MEDLINE®/PubMed® hereunder, all complete or parts of U.S. National Library of Medicine (NLM) records that are redistributed or retransmitted must be identified as being derived from NLM data.

(d) Client shall acknowledge NLM as the source of the MEDLINE®/PubMed® data in a suitably clear and conspicuous manner with respect to all varieties of electronic or printed products/services/applications including those which may consist of: 1) only data licensed from NLM; 2) complete or partial NLM-provided records merged or displayed with data from other sources, or 3) information/data derived from data licensed from NLM.

Recommended wording examples for attribution are:

"From MEDLINE®/PubMed®, a database of the U.S. National Library of Medicine."

"Title and MeSH Headings from MEDLINE®/PubMed®, a database of the U.S. National Library of Medicine."

"Protein-gene relationships mined from MEDLINE®/PubMed®, a database of the U.S. National Library of Medicine."

(e) The duplication, sale or redistribution of MEDLINE®/PubMed® must conform to fair use guidelines and copyright law.

(i) NLM data are produced by a U.S. Government agency and include works of the United States Government that are not protected by U.S. copyright law but may be protected by non-U.S. copyright law, as well as abstracts originating from publications that may be protected by U.S. copyright law.

(ii) NLM assumes no responsibility or liability associated with use of copyrighted material, including transmitting, reproducing, redistributing, or making commercial use of the data. NLM does not provide legal advice regarding copyright, fair use, or other aspects of intellectual property rights. Persons contemplating any type of transmission or reproduction of copyrighted material such as abstracts are advised to consult legal counsel.



# U.S. FEDERAL GOVERNMENT TERMS

In accordance with Federal Acquisition Regulation (FAR) 12.302, 48 C.F.R. § 12.302, Tailoring of Provisions and Clauses for the Acquisition of Commercial Items, the following are special provisions modifying the standard Clarivate Analytics Terms ("Clarivate Terms"), which are attached to, and made a part of, this federal procurement contract or order.

## 1. DEFINITIONS AND INTERPRETATIONS

Any definitions set forth in the Clarivate Terms are subordinate to the definitions in the subject contract or task order, and to any

definitions included in Federal Acquisition Regulation (FAR) Part 2.

## 2. TERM, TERMINATION

(a) **Term.** The term of the agreement shall be as set forth in the subject contract or order.

(b) **Termination.** Clarivate Analytics shall have no right of unilateral termination or cancellation, except as allowed by federal law or by the customer agency.

(c) **Pre-payment.** Any right to prepayment shall only be as allowed by federal law.

(d) **Consequences of Termination.** Termination of the agreement shall be subject to FAR 12.403, Termination, FAR 52.212-4, incorporated into the agreement by reference, and as applicable (see FAR 12.403), Part 49, Termination of Contracts.

## 3. INDEMNITY AND REIMBURSEMENT

Clause 13(f) and Client's obligation to reimburse in clause 13(g) of the Clarivate Terms shall be deleted as to federal government contracts.

## 4. CHARGES AND PAYMENT

(a) **Prepayment.** See above, under "2. Term, Termination" to the effect that prepayment obligations shall only be as allowable under FAR 52.233-1 Disputes.

(b) **Costs and Expenses.** Costs shall be payable only insofar as allowable under FAR 52.233-1 Disputes.

(c) **Set-off.** The federal government retains common law and statutory rights of set-off.

(d) **Audit.** Any rights of audit shall be limited to those allowed by federal law.

## 5. GENERAL

(a) **Governing Law.** The agreement shall be governed by federal procurement law, insofar as applicable, including but not limited to the Federal Acquisition Regulation (FAR), and then by the laws

of the State of Delaware without regard to its principles governing conflicts of law.

(b) **Third Party Beneficiaries.** Third-party beneficiaries shall have only such rights as are allowed by federal law.

## 6. SOFTWARE

Any software or documentation provided hereunder is comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 CFR 12.212 (Sept. 1995). Consistent with 48 CFR 12.212 and 48 CFR 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government end users acquire such software and documentation

with only those rights explicitly set forth in the Clarivate Terms. In accordance with 48 CFR 27.405-4, which addresses situations where, as here, commercial data may be provided, the parties do not intend for the government to acquire rights to any technical data provided under this agreement.

## COMMERCIAL ITEM TECHNOLOGY AMENDMENT AND AGREEMENT

This agreement is applicable to and in consideration of the provision of information technology products or services ("items") by us to you to the extent you are acting as a prime contractor funded by the U.S. government under a prime contract ("Prime Contract"). We acknowledge the Prime Contract requires you to flow down and include certain provisions in its subcontracts ("Flow Downs") or to any other entity purchasing under the contract this agreement amends. The Flow Downs referenced below are incorporated herein by reference, adjusting for your role as a prime contractor and us as a subcontractor. Thus, the term "government" or other reference to an agency of the government as used in a Flow Down means you, DOE, or the government, and the term "contractor" means us. However, for clarity, a Flow Down only applies (if at all) to the extent provided by its terms and conditions, and is deemed self-deleting, null and void if the dollar threshold or any other condition of applicability of the Flow Down is not satisfied. "FAR" means the Federal Acquisition Regulation, and "DEAR" means the Department of Energy Acquisition Regulation. The terms herein amend and prevail over any other inconsistent contemporaneous or subsequent terms, including any click terms, unless specifically agreed in writing by the parties.

FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (Aug 2011)	FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (Dec 2010)
FAR 52.224-1 PRIVACY ACT (APR 1984) and FAR 52.224-2 PRIVACY ACT NOTIFICATION (APR 1984)	FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (Jul 2014)
FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)	DEAR 970.5225-1 COMPLIANCE WITH EXPORT CONTROL LAWS AND REGULATIONS (Nov 2015)
FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (May 2014)	FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (Oct 2015)
FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (Apr 2014)	FAR 52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBAR-RED, SUSPECTED OR PROPOSED FOR DEBARMENT (Oct 2015)
DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (Dec 2000).	DEAR 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (Aug 2002)
DOE Directive O 221.1A Reporting Fraud, Waste, and Abuse to the Office of Inspector General, as amended and accessible at <a href="http://www.doe.gov">www.doe.gov</a> .	FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)
DOE Directive O 221.2A Cooperation with the Office of Inspector General, as amended and accessible at <a href="http://www.doe.gov">www.doe.gov</a> .	DEAR 952.204-77 COMPUTER SECURITY (Aug 2006)
FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (Nov 2016)	FAR 52.227-3 PATENT INDEMNITY (Apr 1984) and DEAR 970.5227-7 PATENT INDEMNITY - SUBCONTRACTS (Dec 2000)
FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (Apr 2015).	FAR 52.222-37 EMPLOYMENT REPORTS VETERANS (Feb 2016)
DEAR 970.5204-2 LAWS, REGULATIONS AND DOE DIRECTIVES (DEC 2000)	52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (Dec 2013)
FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (Mar 2015).	FAR 52.227-1 AUTHORIZATION AND CONSENT (Dec 2007)
FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (June 2008)	FAR 52.245-1 GOVERNMENT PROPERTY (AUG 2010), with ALTERNATE I
FAR 52.227-14 RIGHTS IN DATA-GENERAL (DEC 2007); with ALTERNATES II, III, & V and Paragraphs (a) & (d)(3) pursuant to DEAR 927.409 (DEC 2000); or ALTERNATE VI if you are other than a domestic small business or non-profit organization.	DEAR 970.5232-3 ACCOUNTS, RECORDS, AND INSPECTION (DEC 2010). Paragraphs (a) through (h), excluding Paragraph (d). Applies to the extent costs are a factor in determining the amount payable to you.
FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2017)	FAR 52.222-26 EQUAL OPPORTUNITY (Apr 2015)
We will comply with common security configurations available from the National Institute of Standards and Technology's website at <a href="http://checklists.nist.gov">http://checklists.nist.gov</a> to the extent applicable, and your security and safety policies and requirements, except to the extent you specifically agree otherwise in writing. We will immediately notify you in writing if we become aware that the provision of any item by us has resulted or will result in any access or damage to, loss of, or other materially adverse effect on any of your information or systems, or in a security or privacy breach, without your fully informed prior specific written consent. No liability limitations will apply to any damages arising from our willful misconduct. You will not have any contractual obligation to indemnify, defend or hold harmless you or any other entity; but the foregoing does not limit your liability under the law for damage you may cause. Except for willful misconduct or violation of intellectual property rights or confidentiality obligations, you will not be subject to any incidental, consequential, special, punitive or exemplary damages or liabilities, lost data, loss of business or goodwill, or any other indirect damages or liabilities under breach of warranty or contract, tort or otherwise, even if a party knew of the possibility of such damages. You will not be obligated to pay any amount above the purchase order obligated amount or incrementally funded amount, any penalties or interest, or for any term beyond the purchase order obligated term or incrementally funded term. We may not increase subscription, maintenance or like fees absent your prior written consent. We may not assign any portion of any agreement between you without its your prior written consent, which will not be unreasonably withheld if the assignee is eligible to provide items to you under your procurement policies and requirements and those of DOE and the Prime Contract. No rights, title or interests in or to any of your intellectual, intangible or tangible property are assigned, transferred or granted, except the limited, temporary, revocable non-exclusive right to access or use to the extent necessary for you to fulfill your responsibilities, duties and liabilities owed to you. You will not be subject to audit or disclosure except to the extent required by law or authorized by DOE under the Prime Contract. DOE may access anything supplied to you to the extent provided by federal laws, regulations or the Prime Contract. Argonne will not be obligated to maintain the confidentiality of any information either not identified in writing as "confidential" at the time of disclosure or for a period of more than five (5) years. Non-U.S. citizens must obtain advanced review and approval from Argonne's Director or his/her designee in accordance with Argonne's procedures before accessing any Argonne facility, site or information systems. All choice of law, jurisdiction and venue provisions are deemed null and void.	

### ACKNOWLEDGED AND AGREED TO BY

Us: UICHIKAGO ARGONNE LLC Address: 9700 S. CASS AVE, LEMONT, IL 60439  
 Signature: William M. Wood Title: CONTRACT ADMIN. MANAGER Date: 12-31-2017  
 You: Clarivate Analytics (US) LLC Address: 1500 Spring Garden Street, Fourth Floor, Philadelphia, PA 19130  
 Signature: AM (Arben Morina) Title: VP, Global Sales Ops Date: December 19, 2017



ATTACHMENT C

Summary Sites and Subscriptions  
For

US Department of Energy National Laboratories and Associated Sites

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## SITE SUMMARY

Argonne National Laboratory  
9700 S CASS AVE LEMONT  
IL 60439-4803

Period of Performance: December 31, 2017 to December 30, 2018

TR PRODUCTS	DATABASE FEES
1974 – 12/30/2018 Science Citation Index Expanded 1993 – 12/30/2018 Social Sciences Citation Index	\$237,350.11
1999 – 12/30/2018 Conference Proceedings Citation Index	\$15,831.10
InCites Benchmarking	\$39,619.98
InCites Journal and Highly Cited Data	\$11,303.22
1898-1968 INSPEC Archive	
1969 – Current INSPEC	\$61,198.48

NOTE: Annual Increase for 2018 is 3.0%

## SITE SUMMARY

Bettis/Knolls National Laboratory

814 PITTSBURGH MCKEESPORT  
BLVD  
WEST MIFFLIN, PA 15122-2849  
UNITED STATES

Period of Performance: December 31, 2017 to December 30, 2018

TR PRODUCTS	DATABASE FEES
1900-12/30/2018 Science Citation Index Expanded	\$27,116.77
1991 – 12/30/2018 Conference Proceedings Citation Index	\$5,228.71
Current Contents	\$ 0

NOTE: Annual Increase for 2018 is 3.0%



### SITE SUMMARY

Brookhaven National Laboratory 2  
CENTER ST

UPTON, NY 11973-9700

Period of Performance: December 31, 2017 to December 30, 2018

TR PRODUCTS	DATABASE FEES
1900 – 12/30/2018 Science Citation Index Expanded	\$147,178.76
1991 – 12/30/2018 Conference Proceedings Citation Index	\$16,735.44
<i>Incites JHCD +B&amp;A</i>	\$16,224.56
MEDLINE	\$ 0
Current Contents	\$ 0

NOTE: Annual Increase for 2018 is 3.0%

## SITE SUMMARY

Idaho National Laboratory 2525  
FREMONT AVE

IDAHO FALLS, ID 83402-1509

Period of Performance: December 31, 2017 to December 30, 2018

TR PRODUCTS	DATABASE FEES
1900 - 12/30/2018 Science Citation Index Expanded (SCIE)	\$157,949.47
InCites Benchmarking	\$18,271.17
InCites Journal and Highly Cited	\$8,499.56

NOTE: Annual Increase for 2018 is 3.0%



### SITE SUMMARY

Thomas Jefferson National Accelerator Facility (Jefferson Lab)  
12000 JEFFERSON AVE

NEWPORT NEWS, VA 23606-4468

Period of Performance: December 31, 2017 to December 30, 2018

TR PRODUCTS	DATABASE FEES
1900 – 12/30/2018 Science Citation Index Expanded (SCIE)	No Charge

NOTE: Annual Increase for 2018 is 3.0%



### SITE SUMMARY

Los Alamos National Laboratory  
BIKINI ATOLL RD SM 30

LOS ALAMOS, NM 87545-0001

Period of Performance: December 31, 2017 to December 30, 2018

TR PRODUCTS	DATABASE FEES
1900 – 12/30/2018 Science Citation Index Expanded	\$204,440.58
1973 – 12/30/2018 Social Sciences Citation Index	
1999 – 12/30/2018 Conference Proceedings Citation Index	\$17,009.42
BIOSIS	\$49,275.20
InCites Journal and Highly Cited Data (JHC rate represents both the existing Journal Citation Reports and Essential Science Indicators Upgrade)	\$34,863.44
InCites Benchmarking	\$7,433.51
1998-1998 INSPEC Platform Fee	\$15,279.02

NOTE: Annual Increase for 2018 is 3.0%

## SITE SUMMARY

National Nuclear Safety Administration  
Kansas City National Security Campus  
14510 Botts Rd, Kansas City, MO 64147

Period of Performance: December 31, 2017 to December 30, 2018

TR PRODUCTS	DATABASE FEES
1995 - 12/30/2018 Science Citation Index Expanded (SCIE)	No Charge

NOTE: Annual Increase for 2018 is 3.0%

## SITE SUMMARY

Oak Ridge National Laboratory BETHEL  
VALLEY RD BLDG 4500N OAK RIDGE,  
TN 37831-6286

Period of Performance: December 31, 2017 to December 30, 2018

TR PRODUCTS	DATABASE FEES
1945 – 12/30/2018 Science Citation Index Expanded	\$171,193.21
1990 – 12/30/2018 Conference Proceedings Citation Index	\$16,303.87
InCites Journal and Highly Cited Data	\$41,533.72
InCites Benchmarking	

NOTE: Annual Increase for 2018 is 3.0%

SITE SUMMARY

Pacific Northwest National Laboratory  
 902 BATTELLE BLVD

RICHLAND, WA 99354-1793

Period of Performance: December 31, 2017 to December 30, 2018

TR PRODUCTS	DATABASE FEES
1900 – 12/30/2018 Science Citation Index Expanded	\$169,732.67
MEDLINE	\$0
InCites Journal and Highly Cited Data * (Combination of Journal Citation Reports and Essential Science Indicators)	\$33,977.64
InCites Benchmarking	\$3,461.83

NOTE: Annual Increase for 2018 is 3.0%

## SITE SUMMARY

Savannah River National Laboratory 214  
Park Ave. SW  
Aiken, SC 29808-0001

Period of Performance: December 31, 2017 to December 30, 2018

TR PRODUCTS	DATABASE FEES
1900 – 12/30/2018 Science Citation Index Expanded	\$24,780.77

NOTE: Annual Increase for 2018 is 3.0%

## ATTACHMENT D

# BASIC ORDERING AGREEMENT BETWEEN GENERAL TERMS AND CONDITIONS FOR COMMERCIAL ITEMS AND SERVICES DOE CONTRACTORS (04/2016)

## 1. DEFINITIONS

The following terms shall have the meanings below:

- a. "Government" means the United States of America and includes the U.S. Department of Energy (DOE) or any duly authorized representative thereof.
- b. "Seller" means the person or organization that has entered into this Basic Ordering Agreement (BOA).
- c. "Company" means any DOE Contractor and authorized Subcontractor utilizing the BOA.
- d. "Item" means "commercial items or services" and "commercial component", as defined in FAR 52.202-1.
- e. "Order" means individual requests for Items or Services (hereinafter referred to as "Item") issued under this Basic Ordering Agreement (BOA).
- f. "Authorized Subcontractor" means a Subcontractor holding an active Subcontract issued by a DOE Contractor.
- g. "BOA Procurement Representative" means the person responsible for negotiating and administering the BOA.
- h. "Order Procurement Representative" means the person responsible for negotiating and administration of the respective Order.
- i. "Site Specific Terms and Conditions" means those unique requirements of the Company issuing Orders under this BOA which will supplement these general Terms and Conditions.

## 2. ORDER OF PRECEDENCE

Any inconsistencies shall be resolved in accordance with the following descending order of precedence: (1) Item description with licensing terms including the Commercial Item Technology Amendment and Agreement, (2) Site Specific Order, (3) Site Specific Terms and Conditions, (4) the BOA, and (5) the BOA general Terms and Conditions.

## 3. TITLE AND ADMINISTRATION

All property rights and interests resulting from this BOA and Orders shall pass directly from Seller to the Government. Company shall make payments under Orders from funds advanced by the Government and agreed to be advanced by DOE, and not from its' own assets. The Company may assign the BOA and Orders to DOE or its' designee, and in case of such transfer and notice thereof to Seller' the Company shall have no further responsibilities hereunder.

## 4. ACCEPTANCE OF TERMS AND CONDITIONS

Seller, by signing the BOA or Orders or delivering the Items identified therein, agrees to comply

with all the Terms and Conditions, all specifications and all other documents that this BOA or Order incorporates by reference or attachment. Company hereby objects to any Terms and Conditions contained in any acknowledgement of the BOA or Order that are different from or in addition to those mentioned in this document. Failure of Company to enforce any of the provisions of the BOA or Order shall not be construed as evidence to interpret the requirements of the BOA or Order, nor a waiver of any requirement, nor the right of Company to enforce each and every provision. All rights and obligations shall survive final acceptance of performance of the BOA or any Order there under.

The Seller Licensing Terms are included as Attachment D to this BOA.

## **5. WARRANTY**

Seller expressly warrants that items delivered under the Orders shall be in accordance with Seller's affirmation, description, sample or model, and compliant with all requirements of the BOA and Order. The warranty shall begin upon Company acceptance and extend for a period of:

- (1) the manufacturer's warranty period or six months, whichever is longer' if Seller is not the manufacturer and has not modified the item or
- (2) one year or the manufacturer's warranty period, whichever is longer, if Seller is the manufacturer, of the item or has modified it.

If any nonconformity or latent defect with the item appears within the warranty period, Seller shall promptly repair or replace said items or re-perform services. Transportation of replacement items and return of nonconforming items and repeat performance of services shall be at Seller's expense. If repair or replacement or re-performance of services is not timely' Company may elect to return the nonconforming items or repair or replace said item or re-procure the services at Seller's expense.

## **6. ASSIGNMENT**

Seller shall not assign rights or obligations to third parties without the prior written consent of Company. However, Seller may assign rights to payment, meaning financial compensation to a financing institution if Company is furnished written notice and a signed copy of said assignment at the time of or before request for payment. Payments to an assignee shall be subject to set off or recoupment for any present or future claims of Company against Seller.

## **7. NEW MATERIALS**

Unless otherwise specified in the BOA or Order, all items delivered shall consist of new materials. New is defined as previously unused which may include residual inventory or unused former Government surplus property. This does not include the use of recycled or recovered material as defined by the Environmental Protection Agency in 40 CFR 247.

## **8. TRANSPORTATION**

Transportation shall be "FOB Destination" unless specified otherwise in the Order and no insurance cost shall be allowed unless authorized in writing on the specific Order. The bill of lading shall indicate that the transportation is for the Government and is subject to the standard Government bill of lading terms and any special rates or charges.

## **9. RISK OF LOSS**

Where Company is liable to Seller for loss of conforming items occurring after the risk of loss has passed to Company, Company shall pay Seller the lesser of:

- (1) the agreed price of such Items, or
- (2) Seller's cost of replacing such items. Such loss shall entitle Seller to an equitable extension in delivery schedule obligations.

## **10. PAYMENT**

Unless otherwise provided, terms of payment shall be Net 30 days from the latter of:

- (1) receipt of Seller's proper Invoice, if required, or
- (2) delivery (and acceptance, if required by the Order) of items/completion of work.

Any offered discount shall be taken if payment is made within the discount period that Seller indicates. Payments may be made either by check, purchase card or electronic funds transfer (EFT), at the option of Company. Payment shall be deemed made effective as of the date of mailing or the date on which an EFT is made. Notwithstanding anything to the contrary stated herein, the Company shall be entitled at any and all times to set off against any amounts payable by the Company hereunder any amount owing from Seller to the Company under Orders or any subcontracts with Seller.

## **11. DATA REPORTING REQUIREMENTS**

- a. Seller shall report quarterly savings to the contractually named point of contact from the individual sites utilizing this BOA. Savings shall be calculated in one of the following two established methodologies (noted in the Order of Precedence clause):
  1. BOA pricing paid below Seller's pricing previous price paid (Historically Pricing or established GSA Pricing).
  2. BOA pricing paid below Seller's most preferred supplier pricing.

## **12. COMPLIANCE WITH LAWS**

- a. Seller shall comply with all applicable Federal, State, and local laws and ordinances and all pertinent Orders, DOE Directives, rules, and regulations (including DOE regulations) and such compliance shall be a material requirement of this BOA and resulting Orders.
- b. Seller shall include this Article in all Subcontracts, at any tier, involving the performance of this BOA.

## **13. TERMINATION FOR CAUSE**

- a. Only the Company Issuing the BOA may terminate the BOA for cause, in whole or in part, if the Seller fails to comply with any of the terms of the BOA, or fails to provide adequate assurance of future performance. Only the Company issuing any Order may terminate the Order for cause, in whole or in part, if Seller fails to comply with any of the terms of

the Order or fails to provide adequate assurance of future performance. In either event, the Company shall not be liable for any amount for Items not accepted.

- b. If the BOA or any Order is terminated for cause, the Company may require Seller to deliver to the Company any supplies and materials, manufacturing materials, and manufacturing drawings that Seller has specifically produced or acquired for the terminated portion of the BOA or Order. The Company shall pay the mutually agreed-upon price for completed items delivered and accepted. The Company and Seller shall mutually agree on the amount of payment for all other deliverables.
- c. Seller shall not be liable to Company for delays in performance occasioned by causes beyond Sellers' reasonable control and without its fault or negligence.
- d. The rights and remedies of the Company in this clause are in addition to any other rights and remedies provided by law or under the BOA or resulting Order.

#### **14. BANKRUPTCY**

If Seller enters into any proceeding relating to bankruptcy, it shall give written notice via certified mail to the BOA Procurement Representative within five (5) days of initiation of the proceedings. The notification shall include the date on which the proceeding was filed, the identity and location of the court and a listing of the BOA and Order numbers for which final payment has not been made.

#### **15. TAXES**

Tax collection and payment is specific to the Company issuing an order under this BOA; therefore, Seller should refer to the Site Specific Terms and Conditions for each order. In the event no Site Specific Terms & Conditions regarding taxes are contained in an order, the order prices shall include all Federal, State & local taxes and duties when applicable.

#### **16. CHANGES**

- a. The Company issuing the BOA reserves the right to make changes within the general scope of the BOA by issuance of a unilateral Change Order, or by a bilateral modification to the BOA. The Company issuing the Order reserves the right to make changes within the general scope of the Order by issuance of a unilateral Change Order or by a bilateral modification to the Order. Such changes may include, without limitation, changes in (1) the description of the item, (2) the quantities of items ordered, (3) the method of shipment or packaging, and (4) the time or place of delivery, inspection, or acceptance. The Seller shall promptly comply with any such change made by the Company. If any change affects the cost of or the time required for performance, an equitable adjustment to the price and/or delivery requirements and other affected provisions of the BOA or any Order shall be made by the parties in a bilateral modification. Any claim for adjustment by Seller must be made within thirty (30) days from the date of receipt of the change notice, although Company in its sole discretion may receive and act upon any claim for adjustment at any time before final payment.
- b. Only the BOA Procurement Representative is authorized on behalf of Company to issue changes whether formal or informal to the BOA. Only the Order Procurement Representative is authorized on behalf of Company to issue changes whether formal or informal to the respective Order. If Seller considers that any direction or instruction by Company personnel constitutes such a change Seller shall not rely upon such instruction

or direction without written confirmation from the BOA Procurement Representative or the Order Procurement Representative, as the case may be.

- c. Nothing in this Article, including any disagreement with Company about the equitable adjustment, shall excuse Seller from proceeding with the agreement as changed by the BOA Procurement Representative or the Order Procurement Representative, as the case may be.

## **17. TERMINATION FOR CONVENIENCE**

The Company issuing the BOA may, in its sole discretion, terminate the BOA, or may terminate the fabrication of all or any portion of the items not then completed, at any time, by giving the Seller a written notice of termination. The Company issuing the Order may, in its sole discretion, terminate the order, or may terminate the fabrication of all or any portion of the items not then completed, at any time, by giving the Seller written notice of termination. Upon receipt of a notice of termination, the Seller shall, unless the notice requires otherwise, discontinue all performance on the date and to the extent specified in the notice, and shall otherwise minimize costs to the Company. Payment for items already completed or in the process of completion, shall be adjusted between the Seller and the Company in a fair and reasonable manner, but such payment shall exclude any allowance for the uncompleted portion of the items, or any anticipated profits thereon. Such payment for items already completed or in the process of completion shall be the total compensation due to the Seller for termination for convenience by the Company.

## **18. SUSPENSION**

The Company issuing the BOA may, in its sole discretion, terminate the BOA, or may terminate the fabrication of all or any portion of the items not then completed, at any time, by giving the Seller a written notice of termination. The Company issuing the Order may, in its sole discretion, terminate the order, or may terminate the fabrication of all or any portion of the items not then completed, at any time, by giving the Seller written notice of termination. Upon receipt of a notice of termination, the Seller shall, unless the notice requires otherwise, discontinue all performance on the date and to the extent specified in the notice, and shall otherwise minimize costs to the Company. Payment for items already completed or in the process of completion, shall be adjusted between the Seller and the Company in a fair and reasonable manner, but such payment shall exclude any allowance for the uncompleted portion of the items, or any anticipated profits thereon. Such payment for items already completed or in the process of completion shall be the total compensation due to the Seller for termination for convenience by the Company.

## **19. INCORPORATION BY REFERENCE**

The BOA incorporates certain clauses by reference. These clauses apply as if they were incorporated in their entirety. For Federal Acquisition Regulation (FAR) provisions incorporated by reference, "Contractor" means Seller and "Contracting Officer" means the Company BOA Procurement Representative. The FAR clauses may be obtained from the Company upon request.

The following clauses are incorporated by reference:

- FAR 52. 219-8 Utilization of Small Business Concerns (MAY 2004)
- FAR 52.222-26 Equal Opportunity (APR 2002), (The required poster is available at: <http://www.dol.gov/dol/esa/public/regs/compliance/posters/eo.htm>)

- FAR 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, (DEC 2001), and
- FAR 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)
- FAR 52.227-3 Patent Indemnity (APR 1984)
- FAR 52.227-9 Refund of Royalties (APR 1984)
- FAR 52.222-21 Prohibition of Segregated Facilities (FEB 1999)

**END OF DOCUMENT**

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