



MTA KÖNYVTÁR ÉS INFORMÁCIÓS KÖZPONT

LIBRARY AND INFORMATION CENTRE OF THE HUNGARIAN ACADEMY OF SCIENCES

EISZ NEMZETI PROGRAM - EIS NATIONAL PROGRAMME

1051 Budapest, Arany János u. 1.
H-1245 BUDAPEST, PF. 1002.
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Iktatószám: EISZ / 408 / 2013

CERTIFICATE OF COMPLIANCE

Subscriber: Library and Information Centre of the Hungarian Academy of Sciences

Representative: Monok István director-general

Provider: Thomson Reuters (Scientific) LLC.

Representative: Keith MacGregor

Subject: Access to Journal Citation Reports and Essential Science Indicators databases

Date of contract: 21st of August, 2013

Compliance: The Provider has fulfilled it's duties which were settled in the Contract. The Provider is entitled to present an invoice of the subscription fee.

The Provider shall fill the invoice in for the first term with the amount of: 117 411,- USD, Onehundred and seventeen thousand hourhundred and eleven US Dollars.

The Subscriber certifies that the Provider has fulfilled it's duties described in this document. The Compliance is appropriate by the contents and the quality settled in the Contract. The Provider can present the invoice based upon this certificate.

Budapest, 23th of August, 2013

Certification of Compliance:

[Handwritten signature]

Library and Information Centre of the Hungarian Academy of Sciences
Monok István director-general



* Timothy W. Leavy
Director of Financial Operations

the Certification of Compliance has been recieved: SEP 18 2013

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Thomson Reuters
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**SERVICE AND SUPPLY CONTRACT FOR
THE ESSENTIAL SCIENCE INDICATORS
AND THE JOURNAL CITATION REPORTS
ONLINE DATABASES**

This agreement is entered between the

**Library and Information Centre of the
Hungarian Academy of Sciences** (hereinafter
referred to as Subscriber),

seated at 1. Arany János u. Budapest, 1051

VAT number: 15300289-2-41

Bank Account No.: 10032000-00322946-00000000

represented by dr. István Monok

and

and Thomson Reuters (Scientific) LLC.

(hereinafter referred to as Provider)

seated at: 1500 Spring Garden Street Fourth Floor,
Philadelphia, PA 19130

Bank Account No.: 300-295-3

represented by Keith MacGregor

as of 21 August 2013 according to a tender of a
negotiated procedure without prior publication of a
contract notice in the case of Act CVIII of 2011 on
Public Procurement Chapter Two.

I. SUBJECT OF THE CONTRACT

The purpose of this contract is the subscription and
access to electronic databases of the Provider for the
members of the Authorized Users as listed in
Appendix 1 to this contract. An integral part of this
contract is also the call for offer, the public suppliers'
documentation and the detailed offer, and the terms
of the Provider's license agreement in Appendix 3. In
case of any differences or discrepancies between this
contract and its appendixes, the provisions of this
contract shall prevail.

In case of any discrepancies between this contract
and the license agreement, the provisions of this
contract shall prevail as well and the inconsistent
provisions of the license agreement are null and void.

The Provider supplies e-databases and provides
online access for the Authorized Users during the
time stated in section II. The Provider also provides
usage statistics and technical support.

**ESSENTIAL SCIENCE INDICATORS ÉS A
JOURNAL CITATION REPORTS ON-LINE
ADATBÁZISOKHOZ VALÓ
HOZZÁFÉRÉSRE IRÁNYULÓ SZERZŐDÉS**

A jelen megállapodás létrejött az

MTA Könyvtár és Információs Központ
(továbbiakban mint Előfizető)

székhelye: 1051 Budapest, Arany János u. 1.

Adószám: 15300289-2-41

Bankszámlaszám: 10032000-00322946-00000000

képviseli: dr. Monok István

és

a Thomson Reuters (Scientific) LLC.

(a továbbiakban mint Szolgáltató)

székhelye: 1500 Spring Garden Street Fourth Floor,
Philadelphia, PA 19130

Bankszámlaszám: 300-295-3

képviseli: Keith MacGregor

között a 2013. augusztus 21. napján a
közbeszerzésekről szóló 2011. évi CVIII. tv. (a
továbbiakban: Kbt.) Második rész szerinti,
hirdetmény közzététele nélkül induló, tárgyalásos
közbeszerzési eljárás eredményeként.

I. A SZERZŐDÉS TÁRGYA

A jelen szerződés célja, hogy előfizetést és
hozzáférést biztosítson a Szolgáltató elektronikus
adatbázisaihoz a szerződés 1. számú mellékletében
meghatározott Jogosult Felhasználók számára. A
szerződés elválaszthatatlan részét képezi az
ajánlattételi felhívás, a közbeszerzési dokumentáció
és a részletes ajánlat, valamint a 3. Mellékletben
közölt Szolgáltatói licencszerződés. Bármilyen, a
jelen szerződés és mellékletei közötti eltérés vagy
ellentmondás esetén, a jelen szerződés rendelkezései
az irányadók.

A jelen szerződés, valamint a licenc szerződés
közötti ellentmondás esetén szintén a jelen szerződés
rendelkezései lesznek irányadóak és a licenc
szerződés ellentmondással érintett rendelkezése
semmisnek tekintendő.

A Szolgáltató e-adatbázisokat és online hozzáférést
biztosít a Jogosult Felhasználók részére a jelen
szerződés II. pontjában meghatározott időtartamra
vonatkozóan. Ezen felül a Szolgáltató felhasználói
statisztikákat és technikai segítségnyújtást is biztosít.

II. DURATION OF CONTRACT

This contract will become effective as of its conclusion and will be valid for a limited period of time until 31th of December 2014. Any termination of the contract shall be effected in writing by a unilateral notice from one Party addressed to the other. In case of any material breach of the contract with malice or gross negligence which is either incapable of remedy or has not been remedied by the defaulting Party within 30 days of receiving a reimbursement notice from the other Party, the other Party may terminate the contract with instant termination.

Material breaches of the contract are especially the followings:

- in case of bankruptcy, liquidation or insolvency of any of the Parties – except for cases specified by related law;
- in case of default in paying of the Subscriber with 30 days despite of any notice in writing;
- in case of 30 days long insufficient service of the Provider (save where service has been suspended by the Provider in accordance with its license agreement as set out in Appendix 3).

According to PPA Article 125 par 5 the Subscriber shall be entitled to and at the same time shall be bound to terminate the contract – where necessary, giving a period of notice which makes it possible for him to arrange for the carrying out of his duty according to the contract - if

a) any legal person or any business organisation without legal personality not complying with the stipulations set out in Article 56 par1 point k) acquires directly or indirectly a share exceeding 25% in the Provider;

b) the Provider acquires directly or indirectly a share exceeding 25% in any legal person or any business organisation without legal personality not complying with the stipulations set out in Article 56 par 1 point k).

II. A SZERZŐDÉS IDŐBELI HATÁLYA

A szerződés a megkötésekor lép hatályba és 2014. december 31. napjáig tartó határozott időre jön létre. A szerződés a másik félhez intézett, egyoldalú írásbeli nyilatkozattal szüntethető meg. Rendkívüli felmondással szüntethető meg a szerződés, amennyiben a másik fél a jelen szerződésből származó lényeges kötelezettségét szándékosan vagy súlyos gondatlansággal jelentős mértékben megszegi, és a szerződésszegés a súlyos gondatlanság mértéke miatt nem orvosolható, illetve a gondatlan Fél a másik Fél írásbeli kárrendezési kérelmének kézhezvételét követő 30 napig sem térített meg az okozott kárt.

Ilyen súlyos szerződésszegés lehet az alábbi:

- Felek valamelyike ellen csőd-, vagy felszámolási eljárás indult, vagy egyébként fizetéképtelenné vált, kivéve ha jogszabály ettől eltérően rendelkezik;
- Előfizető írásbeli felszólítás ellenére sem fizeti meg a szolgáltatási díjat, annak esedékességét követő 30 napon belül;
- Szolgáltató 30 napon túl nem képes folyamatos szolgáltatást nyújtani (kivéve azt az esetet, amikor Szolgáltató a 3. Mellékletben közölt licencszerződésben foglaltak alapján függeszti fel a szolgáltatást).

A Kbt. 125. § (5) bekezdése alapján Előfizető jogosult és egyben köteles a szerződést felmondani - ha szükséges olyan határidővel, amely lehetővé teszi, hogy a szerződéssel érintett feladata ellátásáról gondoskodni tudjon - ha

a) a Szolgáltatóban közvetetten vagy közvetlenül 25%-ot meghaladó tulajdoni részesedést szerez valamely olyan jogi személy vagy jogi személyiséggel nem rendelkező gazdasági társaság, amely nem felel meg a Kbt. 56. § (1) bekezdés k) pontjában meghatározott feltételeknek.

b) a Szolgáltató közvetetten vagy közvetlenül 25%-ot meghaladó tulajdoni részesedést szerez valamely olyan jogi személy vagy jogi személyiséggel nem rendelkező gazdasági társaságban, amely nem felel meg a Kbt. 56. § (1) bekezdés k) pontjában

meghatározott feltételeknek.

Parties state that any case of termination can only be effected by January 1 of the following year. Provider is entitled to get the fair reward for his service provided prior to the termination.

Felek rögzítik, hogy jelen szerződés rendes felmondás útján bármelyik fél által kizárólag a következő év január 1. napjával szüntethető meg azzal, hogy ez esetben a szerződés megszűnésével érintett évre előre kiegyenlített előfizetési díj a Felhasználó részére visszajár.

Parties also state that contract termination according to the PPA Article 125 par 5 shall entitle Provider to material compensation for any service duly performed prior to the date of contract termination.

Felek rögzítik, hogy a Kbt. 125. § (5) bekezdés szerinti felmondás esetén a Szolgáltató a szerződés megszűnése előtt már teljesített szolgáltatás szerződésszerű pénzbeli ellenértékére jogosult.

III. PRICE

III. AZ ELŐFIZETÉSI DÍJ

The price for the subscription period defined in section II. is a fixed price as detailed in the winning tender: **251,171 USD**. The subscription price does not include any taxes such as VAT, custom fees or other taxes. Any applicable Hungarian taxes shall be borne by the Subscriber.

A jelen szerződés II. pontjában meghatározott előfizetési időszakra szóló előfizetési díj a nyertes ajánlatban rögzített fix összege **251,171 USD**. Az előfizetési díj nettó (az általános forgalmi adót, semmilyen vámot, díjat, vagy adót nem tartalmazó díj). A Magyarországon esedékes adókat az Előfizető viseli.

Parties states that the price in III. includes all services for the Subscriber by the Provider and also all expenses and benefits of the Provider. So the Provider shall not be entitled to endorse any fee or charge related to the contract other than the price agreed upon in III.

Felek rögzítik továbbá, hogy a III. pontban szereplő díj magában foglalja valamennyi, a Szolgáltató által az Előfizető részére nyújtott szolgáltatást, Szolgáltató valamennyi költségét és hasznát is. Tehát Szolgáltató a III. pontban szereplő díjon felül jelen szerződés teljesítésével összefüggésben semmilyen további díjat, költséget nem jogosult Előfizető felé érvényesíteni.

IV. PAYMENT CONDITIONS

IV. FIZETÉSI FELTÉTELEK

Invoices shall be issued in three instalments in USD following the contractual performance acknowledged by the Subscriber, in line with 'The Scientific Business of Thomson Reuters Standard Terms and Conditions', as specified below:

A Szolgáltató számlát az Előfizető által igazolt szerződésszerű teljesítést követően három részletben, USD-ben állítja ki - a Thomson Reuters Általános Szerződési Feltételekben és Felhasználási Feltételekben foglaltakra is figyelemmel - a következők szerint:

- Provider is entitled to submit 1st mid-term invoice of 117,411 USD in net price having duly performed in compliance with the following chapter of this Agreement for 2013.

- Szolgáltató az 1. részszámlát a jelen szerződés következő bekezdése szerinti teljesítését követően jogosult benyújtani nettó 117,411 USD összegről a 2013. évre vonatkozóan.

- Provider is entitled to submit his final invoice after November 30, 2013 of 133,760 USD net price for 2014.

- Szolgáltató a végszámlát 2013. november 30. napját követően jogosult benyújtani nettó 133,760 USD összegről a 2014. évre vonatkozóan.

Parties state that the performance linked to the 1st

Felek a szerződés 1. részszámlához kapcsolódó

mid-term invoice is contractual as if the term in Chapter VI. par 1 is realized. Subscriber shall make a written declaration on acknowledgement of the contractual performance of the contract (receipt of performance) within 15 days from the date of the performance according to PPA Article 130. The invoice is due for 30 days from the date of the acknowledgement of the invoice. The contracting authority shall make payment according to Act XCII of 2003 on the rules of taxation Article 36/A. In case of an advance payment in line with PPA 131 § (1), the advance amount is to be deducted from the 1st mid-term invoice.

In case of delay in payment Provider is entitled to charge interest on default according to the Hungarian Civil Code.

In the case of any delays, the costs arising from the foreign exchange risks shall be paid by the Party responsible for the delays.

The invoice shall be issued in accordance with the Subscribers instructions and shall contain a listing of the exact titles of the ordered service with all applicable information: version and access information (single, net, number of accesses,), and the period of access validity. In case of an insufficient issue Subscriber has 15 days for noticing in writing it's objections.

The Subscriber shall reference the complete invoice number and customer number with all payments. Payments are to be made via bank transfer and shall be made at no charge to the Provider. Bank charges of the Subscriber's Bank are to be paid by the Subscriber. Bank charges of the Provider's Bank are to be paid by the Provider

The Provider's bank account is as follows:

Bank name: Harris N.A.
Bank Account No. 300-295-3
ABA Number: 071000288
Swift Code: HATRUS44

V. CONTRACT EXECUTION

The Provider shall take all reasonable care of the handling of the orders of the Subscriber to ensure that the requirements of the Subscriber are met in accordance with applicable industry standards.

teljesítésének a jelen szerződés VI. pont első bekezdésében foglalt feltétel teljesülését tekintik. Megrendelő köteles a Kbt. 130. §-a alapján a szerződésszerű teljesítéstől számított 15 napon belül a teljesítési igazolást kiállítani. A számlák esedékessége a számla kézhezvételétől számított 30 nap. A kifizetések során az adózás rendjéről szóló 2003. évi XCII. törvény (a továbbiakban: Art.) 36/A. §-ára figyelemmel kell eljárni. A Kbt. 131. § (1) bekezdése szerinti előleg összege annak alkalmazása esetén az első részszámlából kerül levonásra.

A fizetési késedelem esetén a Szolgáltató jogosult a magyar Ptk. szerinti késedelmi kamat felszámítására.

Bármilyen késedelem esetén az árfolyamkockázatból eredő pluszköltségek a késve teljesítő Felet terhelik.

A számla az Előfizető igényeinek megfelelő részletezettséggel kerül kiállításra, tartalmazza a megrendelt szolgáltatás pontos megjelölését és a kapcsolódó információkat: a kiadás és a hozzáférés adatait (egyedi, hálózati, a hozzáférések száma stb.) és a hozzáférés érvényességi idejét. Amennyiben a számla nem megfelelően került beadásra, úgy Előfizetőnek 15 napja van írásban jelezni a kifogásait

Az Előfizető a számla kifizetésekor hivatkozni köteles a számlaszámra és vevőkódra. A kifizetések banki átutalással történnek, amelynek díját nem lehet a Szolgáltatóra terhelni. Az Előfizető bankjának díjait az Előfizető viseli, ahogyan a Szolgáltató banki díjait a Szolgáltató tartozik megfizetni.

A Szolgáltató bankszámlája a következő:

Számlavezető bank neve: Harris N.A.
A bankszámla száma: 300-295-3
ABA kód: 071000288
Swift kód: HATRUS 44

V. A SZERZŐDÉS VÉGREHAJTÁSA

A Szolgáltató a tőle telhető legnagyobb figyelmet köteles fordítani az Előfizető igényeinek kezelésére, illetve köteles biztosítani az Előfizető részére – a szokásos üzletmenetben elvárható lehetőségekhez mért szolgáltatási színvonalat.

RS

The main contact person at the Subscriber:
András Giczi
phone: +36-1-411-6277;
e-mail: giczi.andras@konyvtar.mta.hu

Az Előfizető fő kapcsolattartója:
Giczi András
tel: +36-1-411-6277;
e-mail: giczi.andras@konyvtar.mta.hu

The Provider herewith undertake to instruct its employees including replacements in all necessary processes and steps so as order to ensure a smooth execution of the orders.

A Szolgáltató kötelezettséget vállal arra, hogy az alkalmazottain keresztül mindent megtesz a zökkenőmentes ügymenet és a megrendelések teljesítése érdekében.

The Provider's primary contacts are as follows:

A Szolgáltató fő kapcsolattartója a következő személy:

Customer Service: David Horky
Tel. +420 224 190 423
e-mail: david.horky@thomsonreuters.com

A vevőszolgálati kapcsolattartó: David Horky
Tel. +420 224 190 423
e-mail: david.horky@thomsonreuters.com

The Provider may reassign contact persons as necessary. The Subscriber will be promptly notified of any changes.

A Szolgáltató más kapcsolattartókat jelöl ki, ha ennek szüksége merül fel. Az Előfizetőt ilyenkor megfelelően értesíti.

Parties are obliged to collaborate with each other during the term of contract especially in information matters.

Feleket a jelen szerződés hatálya alatt, különösen a tájékoztatás terén, fokozott együttműködési kötelezettség terheli.

VI. ACCESS TERMS

VI. HOZZÁFÉRÉSI FELTÉTELEK

Provider shall provides access related to point I. within 7 days following the subscription of this contract so in this time Provider supplies the full content of the database access for the Authorized Users without any restrictions.

Szolgáltató az I. pont szerinti hozzáférési jogot a jelen szerződés aláírását követő 7 naptári napon belül köteles biztosítani akként, hogy ezen időtartamon belül saját felületéről elérhetővé teszi az Adatbázis teljes tartalmát korlátozás nélkül a Jogosult Felhasználók számára.

Access to the Subscribed Products shall be confirmed by the use of Internet Protocol ("IP") address(es) indicated by the Subscriber at the signing this contract or by usernames and passwords or a delegated authentication mechanism, identified on Appendix 2, requiring at least two different credentials, or via Shibboleth identification.

Az Előfizetett termékekhez való hozzáférés az Előfizető által a 2. Mellékletben megadott Internet Protocol (IP) címek és/vagy bejelentkezési nevek és jelszavak és/vagy a 2. Mellékletben megadott, legalább két külön hitelesítési kódot kérő delegált hitelesítési protokollok alapján, vagy Shibboleth hitelesítés útján történik

Resolution of any access issues is the Provider's obligation.

Bármilyen hozzáférési probléma megoldása a Szolgáltató kötelessége.

Subscriber may use the contracted content, for contributing to the Index of Hungarian Works of Science (MTMT database)

Az Előfizető a jelen szerződés tárgyát képező adatbázisokban található rekordokat felhasználhatja saját céljaira, intézményen belüli nonprofit bibliográfiai adatbázisok, kimutatók, elemzések és statisztikák készítésére és a Magyar Tudományos Művek Tára építése céljából.

The Subscriber shall do his utmost to:

Az Előfizető köteles minden tőle telhetőt megtenni,

- limit access to and use of the Subscribed Products to Authorized Users and notify the Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;

- issue any passwords or credentials used to access the subscribed services only to Authorized Users,

- not divulge any passwords or credentials to any third parties, and notify all Authorized Users not to divulge any passwords or credentials to any third parties;

- and inform Provider and take appropriate steps promptly upon becoming aware of any unauthorized use of the subscribed services, to end such activity and to prevent any recurrences.

VII. FINAL STIPULATIONS

This contract may be amended solely in writing under the conditions set forth in Kbt. 132.

The Provider is obliged to reveal its structure of ownership to the Subscriber during the full period of performance of the contract. Regarding ownership matters, the parties acknowledge that Provider operates its commercial activities as a public company with reporting obligations in respect of its ownership structure and such information is publicly available to the Subscriber.

During the full period of performance of the contract Provider shall notify the Subscriber in writing without delay the contracting authority of the transactions according to PPA Article 125 pa 5.

Any cost incurred in relation to a company not being in compliance with the stipulations set out in PPA Article 56 par 1 point k) and which may be used for reduction of the Provider's taxable income, shall not be paid or charged by the Provider in the context of the performance of the contract;

During the period of performance of the contract the provisions from PPA Article 128 to Article 131 are normative according to meaning.

hogy:

- az Előfizetett termékek hozzáférést és használatát a Jogosult felhasználók körére korlátozza és tájékoztatja a Jogosult felhasználókat a jelen Szerződésben foglalt felhasználási korlátozásokról és azok betartásának szükségességéről;

- az Előfizetett szolgáltatásokhoz való hozzáféréshez szükséges jelszavakat és igazoló adatokat kizárólag Jogosult felhasználók részére adja ki,

- ne adja ki jelszavakat és igazoló adatokat harmadik fél részére, valamint tájékoztatja a Jogosult felhasználókat, hogy ne adjanak ki jelszavakat és igazoló adatokat harmadik fél részére;

- amint tudomást szerzett bármiféle jogosulatlan felhasználásról értesítse a Szolgáltatót és tegye meg a szükséges lépéseket, hogy megszakítsa ezt a tevékenységet, és hogy megakadályozza az ilyen esetek ismételt előfordulását.

VII. ZÁRÓ RENDELKEZÉSEK

A jelen szerződés kizárólag a Kbt. 132. §-ban foglalt feltételek fennállása esetén, írásban módosítható.

Szolgáltató köteles a jelen szerződés teljesítésének teljes időtartama alatt tulajdonosi szerkezetét a Előfizető számára megismerhetővé tenni mellyel összefüggésben Felek tudomásul veszik, hogy Szolgáltató olyan nyílt formában működő gazdasági szereplő, amelynek értelmében biztosítania kell a tulajdonosi szerkezet nyilvános elérhetőségét Előfizető számára.

Szolgáltató a jelen szerződés teljesítésének teljes időtartama alatt haladéktalanul írásban köteles Előfizetőt értesíteni a Kbt. 125. § (5) bekezdésében megjelölt ügyletekről.

Szolgáltató a szerződés teljesítése során nem fizethet ki, illetve számolhat el a szerződés teljesítésével összefüggésben olyan költségeket, melyek a Kbt. 56. § (1) bekezdés k) pontja szerinti feltételeknek nem megfelelő társaság tekintetében merülnek fel, és melyek a Szolgáltató adóköteles jövedelmének csökkentésére alkalmasak.

A jelen szerződés teljesítése során a Kbt. 128. §-tól a Kbt. 131. §-ig terjedő rendelkezések értelemszerűen irányadók.

The Provider having his fiscal domicile in a foreign country shall be bound to attach to the contract an authorization stating that data concerning the successful tenderer may be acquired by the Hungarian National Tax and Customs Authority directly from the competent tax authority of the successful tenderer's fiscal domicile, without using the legal aid service established between countries.

Force Majeure: Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

. Any dispute that may arise shall be settled in mutual Agreement of both Parties. In case a dispute is not settled with one accord, it is to be solved by a competent court of justice having competence in Budapest, Hungary. .

The governing law of this contract shall be Hungarian law. This contract has been prepared in a Hungarian and an English versions fully corresponding to each other. In case of any differences or discrepancies between the two versions, the English version shall prevail.

Should one or several clauses of this contract be or become invalid, the validity of the other clauses will not be affected. The invalid clause will be reinterpreted so as to achieve the originally intended purpose - as long as legally acceptable.

The contracting parties have read this contract (which sets 8 pages and the contents of the 3 inseparable appendixes), have interpreted together and have signed the present contract without any influence and as an agreement fully meeting their will.

[This contract has been signed in 4 (four) corresponding bilingual Hungarian and English copies, of which 1 (one) copy is left to the Provider

A külföldi adóilletőségű Szolgáltató köteles a szerződéshez arra vonatkozó meghatalmazást csatolni, hogy az illetősége szerinti adóhatóságtól a magyar adóhatóság közvetlenül beszerezhet a Szolgáltatóra vonatkozó adatokat az országok közötti jogsegély igénybevétele nélkül.

Vis Maior: Egyik fél sem köteles viselni a felelősséget a másik fél irányában olyan veszteség vagy kár miatt, amely a jelen szerződés egyes vagy valamennyi rendelkezéseinek késedelmes, vagy nem teljesítése miatt jelentkezik, feltéve hogy a késedelem vagy nem teljesítés részben vagy egészben olyan történések, események vagy okok következménye, amelyek kívül esnek bármelyik fél tehetségén és képességén, illetve amelyre befolyása egyáltalán nincsen. Ilyen történések, események vagy oknak minősül különösen bármilyen sztrájk, lázadás, háború, földrengés, tűz és robbanás, de a fizetéseképtelenség kifejezetten nem ilyen oknak minősül.

A jelen szerződésből eredő bármilyen vitát a felek megegyezéssel igyekeznek rendezni. Ennek hiányában a felek a hatáskörrel és illetékességgel rendelkező Budapesten illetékes magyar bíróságoknak vetik alá magukat.

A jelen szerződésre a magyar jog irányadó. A jelen szerződés egymásnak mindenben megfelelő magyar és angol nyelvű változatban készült. A magyar és az angol változat közötti bármely eltérés vagy ellentmondás esetén a szerződés angol nyelvű változata az irányadó.

Ha a jelen szerződés egy vagy több rendelkezése érvénytelenné válna, úgy e körülmény az érvényes részeket nem érinti. Az érvénytelen részt úgy kell értelmezni, ahogyan az a szerződéskötő felek eredeti akaratára szerint érthették, figyelemmel a törvényes korlátokra.

A Szerződő Felek a jelen 8 oldalból álló és 3 (három), a szerződés elválaszthatatlan részét képező mellékletet tartalmazó szerződést, annak elolvasása és értelmezése után, mint akaratukkal mindenben megegyezőt, jóváhagyólag írták alá.

Jelen szerződés 4 (négy), egymással mindenben megegyező magyar és angol nyelvű példányban készült, amelyből 1 (egy) példány a Szolgáltatónál, 3

B

and 3 (three) copies are left to the Subscriber.]

21 August 2013 Budapest,



Thomson Reuters (Scientific) LLC.
Repr./képv.: Keith MacGregor

Provider / Szolgáltató

Appendices:

Appendix 1 : List of Authorized Users

Appendix 2: the call for offer, the public supplies' documentation and the detailed offer,

Appendix 3: the Thomson Reuters Cover Sheet and Scientific Business of Thomson Reuters Standard Terms and Conditions (US Law) and Content Services Schedule

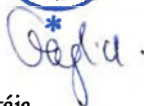
(three) példány pedig az Előfizetőnél marad.

Budapest, 2013. augusztus 21.



Library and Information Centre of the Hungarian Academy of Sciences
MTA Könyvtár és Információs Központ
Repr./képv.: dr. Monok István

Subscriber / Előfizető

pu. ellenjegyző: 



Mellékletek:

1. sz. melléklet: Jogosult Felhasználók listája
2. sz. melléklet: ajánlattételi felhívás, a közbeszerzési dokumentáció és a részletes ajánlat,
3. sz. melléklet: A Thomson Reuters fedlap és a Thomson Reuters Tudományos Üzletága: Általános Szerződési Feltételek (Amerikai Egyesült Államok jogi szabályozása szerint), valamint Tartalomszolgáltatási Feltételek

Appendix 1. / 1. sz. melléklet: List of Authorized Users / Jogosult Felhasználók listája:

ESI

Semmelweis University, Budapest
Szent István University, Gödöllő
Hungarian Academy of Sciences

Semmelweis Egyetem
Szent István Egyetem
Magyar Tudományos Akadémia

JCR (MTMT institution / Intézmények)

Apor Vilmos Katolikus Főiskola	Apor Vilmos Catholic College Library
Bajcsy-Zsilinszky Kórház és Rendelőintézet	Bajcsy-Zsilinszky Hospital
Borsod-Abaúj-Zemplén Megyei Kórház és Egyetemi Oktató Kórház	Borsod-Abaúj-Zemplén County Hospital
Budapesti Corvinus Egyetem	Corvinus Budapest Univ of Economic Sciences
Budapesti Gazdasági Főiskola- Pénzügyi és Számviteli Kar	Budapest Business School Budapest University of Technology and Economics
Budapesti Műszaki és Gazdaságtudományi Egyetem	Debrecen Univ.
Debreceni Egyetem	Dunaújváros Coll.
Dunaújvárosi Főiskola	Eötvös József Coll.
Eötvös József Főiskola	Eotvos Lorand University
Eötvös Loránd Tudományegyetem	Eszterhazy Karoly College Library
Eszterházy Károly Főiskola	Jahn Ferenc Hospital
Jahn Ferenc Dél-pesti Kórház és Rendelőintézet	Kaposvár Univ.
Kaposvári Egyetem	Karoli Gaspar Univ. of the Reformed Church
Károli Gáspár Református Egyetem	Károly Róbert Coll.
Károly Róbert Főiskola	Kecskemét Coll.
Kecskeméti Főiskola	Central European Univ.
Közép-európai Egyetem	Geological and Geophysical Institute of Hungary
Magyar Földtani és Geofizikai Intézet	Hungarian Acedemy of Sciences
Magyar Tudományos Akadémia és Kutatóintézetei	Miskolc Univ.
Miskolci Egyetem	Moholy-Nagy Univ. of Art and Design
Moholy-Nagy Művészeti Egyetem	National Univ. of Public Administration
Nemzeti Közszolgálati Egyetem	Nyíregyháza Coll.
Nyíregyházi Főiskola	Univ. of West-Hungary
Nyugat-magyarországi Egyetem	Óbuda Univ.
Óbudai Egyetem	Pannon Univ.
Pannon Egyetem	Pázmány Péter Catholic Univ.
Pázmány Péter Katolikus Egyetem	Univ. of Pécs
Pécsi Tudományegyetem	Sapientia School of Theology
Sapientia Szerzetesi Hittudományi Főiskola	Semmelweis Univ.
Semmelweis Egyetem	Soproni Erzsébet Hospital
Soproni Erzsébet Oktató Kórház	Széchenyi István Univ.
Széchenyi István Egyetem	Szeged Univ.
Szegedi Tudományegyetem	

Szent Atanáz Görög Katolikus Hittudományi Főiskola
Szent István Egyetem Gödöllő
Szent János Kórház és Észak-budai Egyesített Kórházak
Veszprémi Érseki Hittudományi Főiskola
Zala Megyei Kórház

Szent Atanáz School of Theology
Szent István Univ.
Szent János Hospital
Veszprém School of Theology
Zala County Hospital



**AMENDMENT
COVER SHEET**

Contracting Entities and Place of Incorporation:

THOMSON REUTERS (SCIENTIFIC) LLC ("TR")
 1500 Spring Garden Street
 Fourth Floor
 Philadelphia, PA 19130
 USA
 A limited liability company formed under the laws of the State of Delaware

LIBRARY OF THE HUNGARIAN ACADEMY OF SCIENCES ("CLIENT")
 Arany Janos U 1
 Budapest
 Company incorporated under the laws of Hungary
 Registered Number:

ORIGINAL AGREEMENT: An agreement entered into between the parties dated August 5, 2011.

AMENDMENT:

In consideration of the mutual promises set out in this Cover Sheet dated August 5, 2013 (the "Effective Date"), the parties agree to amend the Original Agreement as follows:

- To set forth the fees for the Renewal of February 5, 2013 to December 31, 2014.

Except for the specific amendments set out in this Cover Sheet, the Original Agreement shall remain in full force and effect and shall apply to the provisions of this Cover Sheet as if set out herein

Product Details:

During the Term, TR grants the Client a right to use the following Content Services subject to the Terms and Conditions:

Product(s)	Content Sets (if applicable)	License		Renewal Term	Delivery Method	Host	Fees				
		No. of End Users/ License Level	Perpetually Licensed Content (mark if applicable)				2/06/2013 to 12/31/2013	1/01/2014 to 12/31/2014	Frequency of Payment	Arrears (Any/Advance (Adv))	
Journal Citation Reports- Science Edition Social Sciences Edition Essential Science Indicators	N/A	Site	N/A	February 5, 2013 to December 31, 2014	Internet	TR	\$88,354	\$100,657	Annual	Adv	
Total Fees										\$251,171	
Currency											US\$

31



THOMSON REUTERS

AUTHORIZED SITES

Apor Vilmos Catholic College Library	Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition
Bajcsy-Zsilinszky Hospital	Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition
Borsod-Abaúj-Zemplén County Hospital	Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition
Corvinus Budapest Univ of Economic Sciences	Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition
Budapest Business School	Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition
Budapest University of Technology and Economics	Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition
Debrecen Univ.	Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition
Dunaújváros Coll.	Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition
Eötvös József Coll.	Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition
Eotvos Lorand University	Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition
Eszterhazy Karoly College Library	Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition
Jahn Ferenc Hospital	Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition
Kaposvár Univ.	Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition
Karoli Gaspar Univ. of the Reformed Church	Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition
Károly Róbert Coll.	Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition
Kecskemét Coll.	Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition
Central European Univ.	Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition
Geological and Geophysical Institute of Hungary	Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition
Hungarian Academy of Sciences	Essential Science Indicators Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition
Miskolc Univ.	Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition

31



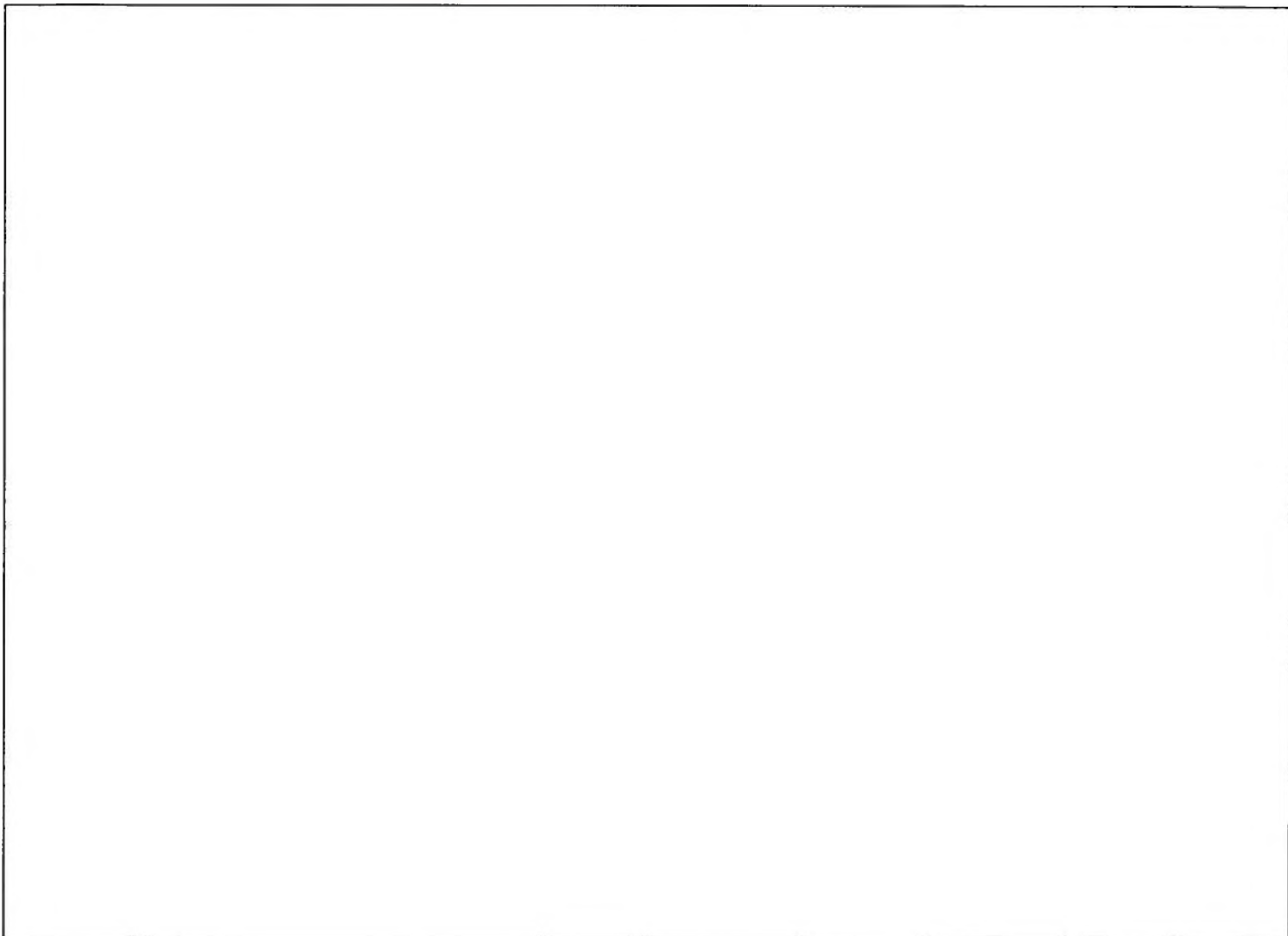
THOMSON REUTERS

Moholy-Nagy Univ. of Art and Design	Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition
National Univ. of Public Administration	Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition
Nyíregyháza Coll.	Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition
Univ. of West-Hungary	Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition
Óbuda Univ.	Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition
Pannon Univ.	Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition
Pázmány Péter Catholic Univ.	Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition
Univ. of Pécs	Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition
Sapientia School of Theology	Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition
Semmelweis Univ.	Essential Science Indicators Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition
Soproni Erzsébet Hospital	Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition
Széchenyi István Univ.	Essential Science Indicators Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition
Szeged Univ.	Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition
Szent Atanáz School of Theology	Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition
Szent István Univ.	Essential Science Indicators Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition
Szent János Hospital	Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition
Veszprém School of Theology	Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition
Zala County Hospital	Journal Citation Reports- Science Edition Journal Citation Reports- Social Sciences Edition


31



THOMSON REUTERS



This Cover Sheet is subject to the terms and conditions set out in the Original Agreement as amended by the provisions of this Cover Sheet (the "Terms and Conditions")

<p>THOMSON REUTERS (SCIENTIFIC) LLC</p> <p>BY: <u>Timothy W. Leavy</u> Director of Financial Operations</p> <p>NAME Printed: <u>[Signature]</u></p> <p>TITLE: <u>[Signature]</u></p> <p>DATE: <u>SEP 18 2013</u> Thomson Reuters</p>	<p>LIBRARY OF THE HUNGARIAN ACADEMY OF SCIENCES</p> <p>BY: <u>[Signature]</u></p> <p>NAME Printed: <u>MOHAR ISTVAN</u></p> <p>TITLE: <u>DIRECTOR - GENERAL</u></p> <p>DATE: <u>21. 08. 2013.</u></p> 
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31



THE SCIENTIFIC BUSINESS OF THOMSON REUTERS
STANDARD TERMS AND CONDITIONS (VERSION 1.3) (US Law)

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, the following capitalized terms have the following meanings unless otherwise set out on the Cover Sheet:

"Affiliate" means in relation to any Party, any entity that from time to time, directly or indirectly Controls, is Controlled by, or is under common Control with that Party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets, and in relation to TR includes: (i) Thomson Reuters Corporation, Thomson Reuters PLC or any entity or entities that from time to time is/are the parent company or parent companies of any of the Thomson Reuters group of companies (each a "Thomson Reuters Parent Company") and (ii) the respective direct or indirect subsidiaries of any Thomson Reuters Parent Company.

"Agreement" means the agreement created between the Parties incorporating these Terms and Conditions and the Cover Sheet entered into by the Parties;

"Client Materials" means any information, presentations, articles, data, software, equipment or other materials, and any logos, trademarks, get-up/look and feel or other branding ("Client Logos") provided to TR by or on behalf of Client and which TR is required to host, use or modify in connection with the performance of the Services;

"Confidential Information" means (i) all information of a confidential nature concerning the trade secrets or business dealings, pricing, plans, procedures, products, services or strategies of a Party, its Affiliates and third parties to whom that Party owes a duty of confidence; (ii) any document or information designated as confidential; and (iii) any information which by its nature the recipient ought reasonably to conclude is confidential information, in all cases whether encrypted or not and including all copies of the above on any media;

"Control" and its derivatives means the ultimate power to direct or cause the direction of the management or policies of an entity, whether through the ownership of voting securities, by contract or otherwise;

"Cover Sheet" means a TR Cover Sheet signed by TR and Client and incorporating these Terms and Conditions;

"Delivery Method" means the delivery media and/or method through which Client will get access to or TR will deliver the Product, as set out on the Cover Sheet;

"Fees" means the fees payable by Client as set out on the Cover Sheet;

"Initial Term" means the initial term for the provision of a Product or a Service as set out on the Cover Sheet, which shall start on the date of the Cover Sheet unless otherwise set out on the Cover Sheet;

"Intellectual Property Rights" means all patents, copyrights, design rights, database rights, trademarks, service marks, trade secrets, rights in know-how and Confidential Information, image rights, moral rights and any other intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world;

"Party" means a party to this Agreement;

"Product" means the relevant TR product being supplied to Client under the Agreement, being either Content or a Content Service, Deliverables, Documentation, Software or a Software Service, each as defined in the applicable Product Schedule;

"Product Schedule" means one of the Schedules attached to the main body of these Terms and Conditions or otherwise added to the Agreement by a subsequent amendment agreed to by the Parties;

"Renewal Term" means the fixed renewal term for the provision of any Product or Service beyond the Initial Term, which shall be twelve (12) months unless otherwise set out on the Cover Sheet for that Product or Service;

"Service" means any professional service, including but not limited to implementation, customization, maintenance and support, training and consulting services to be provided by TR under the Agreement;

"Term" means, in relation to a Product or Service, the Initial Term together with any Renewal Term(s);

"Third Party Supplier" means a third party supplier of content, software or technology;

"Update" means the release of a version of the applicable Product containing error corrections, fixes, patches or adjustments to the Product, but not including major structural changes and/or significant new features, such version being recognized by an increase in the value of the secondary version number (e.g., version 3.0 to be replaced by version 3.1); and

"Upgrade" means the release of a version of the applicable Product containing major structural changes and/or significant new features, such version being recognized by an increase in the value of the primary version number (e.g., version 3.x to be replaced by version 4.x).

1.2. In the event of any conflict between:

1.2.1. the Cover Sheet and these Terms and Conditions (including the General Terms and Conditions and the relevant Schedules), the Cover Sheet shall prevail; and

1.2.2. the General Terms and Conditions and a Schedule to them, the Schedule shall prevail.

1.3. In this Agreement, unless the context otherwise requires, references to the words "include", "includes", "including", "in particular" or any such similar words or phrases shall be construed without limiting the words preceding or following.

2. TERM, TERMINATION AND SUSPENSION

2.1. This Agreement will take effect on the date of the Cover Sheet and continue (unless lawfully terminated) until the Term of all Products and Services under it has expired.

2.2. Each Product and/or Service shall be provided for the Initial Term and shall renew automatically for the Renewal Term. Either Party may terminate a Product or Service by giving to the other at least thirty (30) days' written notice, such notice to expire (and such termination to take effect) in respect of each Product or Service at the end of the Initial Term or the then current Renewal Term (as applicable).

2.3. Without prejudice to its other rights and remedies, either Party may terminate this Agreement, or any Product or Service (as applicable), with immediate effect by written notice to the other if the other Party is in material breach of this Agreement or its obligations in relation to a particular Product or Service (as applicable) and either that breach is incapable of remedy or the Party in breach has failed to remedy the breach within thirty (30) days after receiving written notice requiring it to so remedy.

2.4. TR may terminate this Agreement or, at its discretion, any Product or Service with immediate effect if any organization which is a competitor of TR acquires Control of Client.

2.5. If at any time TR for any reason decides to cease general provision of a Product or Service, TR may cancel that Product or Service by providing not less than ninety (90) days' written notice to Client.

2.6. UPON TERMINATION OR CANCELLATION UNDER CLAUSES 2.4 OR 2.5 RESPECTIVELY, IF CLIENT HAS PRE-PAID ANY FEES FOR THE RECEIPT OF THE CANCELLED PRODUCT OR SERVICE IN RESPECT



OF ANY PERIOD FOLLOWING THE CANCELLATION DATE, TR'S SOLE LIABILITY TO CLIENT IN RESPECT OF SUCH CANCELLATION SHALL BE TO REFUND THE FEES ALLOCABLE TO THAT PRODUCT OR SERVICE FOR THE PERIOD FOLLOWING CANCELLATION.

2.7. Without prejudice to its other rights and remedies, TR may suspend the provision of any Product or Service: (i) if Client is in material breach of this Agreement, for the duration of such breach; and/or (ii) if TR reasonably believes Client is in material breach of this Agreement, for the duration of TR's investigation into whether such breach is occurring or has occurred. TR shall notify Client in writing (including by email) of any temporary suspension, and the cause thereof, as soon as reasonably practicable.

3. CONSEQUENCES OF TERMINATION OR EXPIRY

3.1. Upon termination or expiry of this Agreement ("End Date"):

3.1.1. all licenses granted under this Agreement shall cease, except those licenses that are stated to continue beyond the End Date, which shall continue for the applicable period;

3.1.2. Client shall immediately cease access to and use of all of TR's Confidential Information and any Products which are not provided on a perpetual license basis; and

3.1.3. Within thirty (30) days after the End Date or the date on which a perpetual license is terminated pursuant to the terms herein, Client shall, and shall cause all End Users to, erase or destroy all copies (in all formats and all media) of TR's Confidential Information and any Products in Client's or End Users' possession or control, and shall, on TR's request, promptly deliver to TR a written statement signed by an individual having sufficient authority and knowledge, certifying that such actions have been completed in accordance with this clause 3.1.

3.2. Upon cancellation of a Product or Service, the provisions of clause 3.1 shall apply in respect of that Product or Service (and "End Date" shall be taken to mean the date of cancellation of the applicable Product or Service).

3.3. Clauses 3, 4, 5, 7, 8, 9 and 10 will survive termination or expiration of this Agreement for any reason.

3.4. Termination of this Agreement, or cancellation or suspension of a Product or Service will not affect any rights accrued at the date of expiry, termination, suspension or cancellation.

4. WARRANTIES

4.1. TR warrants that it has the right to grant all licenses granted under this Agreement.

4.2. TR warrants that it will provide any Service in accordance with industry standards using personnel having reasonably appropriate skills, experience, qualifications and knowledge.

4.3. Each Party warrants to the other that it has authority to enter into this Agreement and that the entering into this Agreement and the performance of its obligations under it will not violate any applicable laws, directives, regulations, other statutory or legislative provisions or mandatory codes of conduct in force from time to time .

4.4. EXCEPT AS SET OUT IN THIS AGREEMENT, ALL WARRANTIES, TERMS AND CONDITIONS, WHETHER IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.5. TR MAKES NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, TIMELINESS, COMPLETENESS OR CORRECTNESS OF ANY PRODUCT OR AS TO ANY PRODUCT BEING UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS IN A PRODUCT WILL BE CORRECTED.

5. EXCLUSION AND LIMITATION OF LIABILITY

5.1. NEITHER PARTY WILL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSS OR

DAMAGE ("INDIRECT LOSSES") ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR ANY PRODUCT OR SERVICE HOWEVER SUCH INDIRECT LOSSES MAY ARISE, EVEN IF THAT PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH INDIRECT LOSSES.

5.2. EACH PARTY'S LIABILITY WHICH MAY ARISE OUT OF OR IN CONNECTION WITH A PRODUCT OR SERVICE AND/OR THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL, IN RESPECT OF ANY INCIDENT, OR SERIES OF CONNECTED INCIDENTS:

5.2.1. IN RELATION TO A PRODUCT OR SERVICE, BE LIMITED TO AN AMOUNT EQUAL TO THE FEES PAID BY CLIENT FOR THAT PRODUCT OR SERVICE; AND

5.2.2. UNRELATED TO A PRODUCT OR SERVICE, BE LIMITED TO AN AMOUNT EQUAL TO THE AGGREGATE FEES PAID UNDER THIS AGREEMENT,

IN THE TWELVE MONTH PERIOD PRIOR TO THE DATE OF THE INCIDENT (OR THE FIRST SUCH INCIDENT IN THE CASE OF A SERIES).

5.3. Clauses 5.1 and 5.2 shall:

5.3.1. not apply in relation to: (i) each Party's obligation to indemnify the other Party under this Agreement; (ii) Client's payment obligations; and (iii) any liability arising out of or in connection with Client's infringement of any Intellectual Property Rights in the Products licensed by TR under this Agreement; and

5.3.2. subject to clause 5.3.1, apply equally to TR's Affiliates and Third Party Suppliers as if such third parties were TR.

5.4. Client shall indemnify and hold harmless TR and its Affiliates in respect of any liability suffered by TR or its Affiliates as a result of a claim made against TR or its Affiliates by any Affiliate of Client where such liability would be excluded or limited under this Agreement if such claims were made by Client.

6. CONFIDENTIAL INFORMATION

6.1. Each Party (the "Receiving Party") shall keep any Confidential Information received from or belonging to the other or its Affiliates (the "Disclosing Party") secret and shall not:

6.1.1. disclose such Confidential Information to anyone except to those of its employees, suppliers, contractors or agents who are bound by confidentiality obligations, for internal use only where disclosure is necessary to perform its obligations or exercise its rights under this Agreement; or

6.1.2. use such Confidential Information other than to perform its obligations or exercise its rights under this Agreement without the prior written consent of the Disclosing Party.

6.2. Clause 6.1 shall not apply to any Confidential Information to the extent that:

6.2.1. it is or becomes generally and freely available to the public through no fault of the Receiving Party or its employees, contractors or agents; or

6.2.2. it can be shown to have been independently originated by the Receiving Party or communicated to it by a third party on a non-confidential basis provided that such third party did not breach a confidentiality obligation in making such communication to the Receiving Party.

6.3. In the event that the Receiving Party becomes legally compelled (or requested by an applicable regulatory body) to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice (unless legally prohibited) so that the Disclosing Party may either: (i) seek an order preventing disclosure or such other appropriate remedy (and if the Disclosing Party seeks such an order or remedy, the Receiving Party will provide such cooperation as the Disclosing Party reasonably requests); and/or (ii) waive compliance with the provisions of this clause 6. In the event that such an order or other



remedy is not obtained, or if the Disclosing Party waives compliance with the provisions of this clause 6, the Receiving Party will furnish only that portion of the Confidential Information which is legally required (in the reasonable opinion of its legal counsel).

7. INDEMNITY

7.1. Subject to clause 7.2:

7.1.1. TR shall defend, indemnify and hold Client harmless from and against any third party claim that TR is or was not entitled to grant the licenses set out herein and allow Client to use the Products in accordance with this Agreement.

7.1.2. Client shall defend, indemnify and hold TR, its Affiliates and Third Party Suppliers harmless from and against any claim against it or them: (i) that its or their use of any Client Materials in accordance with Client's instructions infringes third party Intellectual Property Rights; or (ii) arising out of or in connection with Client's or any of its Affiliates' or its or their employees', agents' or representatives' use of the Products in breach of the terms of this Agreement.

7.2. A Party seeking to rely on an indemnity under this Agreement ("Claiming Party") may only make a claim under the relevant indemnity provided that it: (i) promptly notifies the other Party ("Indemnifying Party") of any such claim; (ii) does not, without the Indemnifying Party's written consent, do or omit to do anything, or make any admission, which materially prejudices the Indemnifying Party's defense of such claim; and (iii) takes all reasonable steps to mitigate any loss or damage to the third party claimant.

7.3. In the event an injunction is sought or obtained against Client, TR may, at its sole option and expense: (i) procure for Client the right to continue using the affected Product; (ii) replace or modify the affected Product so that it does not infringe; or (iii) terminate this Agreement in respect only to the affected Product and provide to Client a pro-rata refund of the Fees allocable for such Product for the period from the termination date to the end of the pre-paid period (if any).

7.4. TR's obligations under this clause 7 shall not apply in relation to any third party claim attributable to (i) use of any Product in a manner not authorized under this Agreement; (ii) use of any Product in combination with any third party items where such claim would not have arisen but for such combination; (iii) modification or alteration of any Product other than by TR or its sub-contractors; or (iv) use of any version of a Product where a subsequent Update or Upgrade to that version has been generally released which avoids the alleged infringement.

7.5. THIS CLAUSE 7 CONSTITUTES THE ENTIRE LIABILITY OF TR, AND CLIENT'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OF THIRD PARTY RIGHTS.

8. FEES AND PAYMENT

8.1. Client shall pay to TR in accordance with the payment provisions set out below and on the Cover Sheet: (i) the Fees; and (ii) any travel costs and other expenses incurred by TR in performing the Services as set out in the Cover Sheet or as otherwise agreed by Client.

8.2. Invoiced amounts shall be payable without deduction (whether by way of set-off, counterclaim or otherwise) within thirty (30) days of Client's receipt of the relevant invoice from TR ("Due Date"). Unless otherwise stated on the Cover Sheet, all payments shall be made in U.S. dollars.

8.3. Where the Fees include transaction based charges ("Transaction Fees"), TR shall provide Client with monthly invoices following the end of each month detailing Client's usage of the Product and the Transaction Fees incurred by Client in the relevant month. If Client has paid Transaction Fees in advance on a prepay basis (a "Pre-Paid Credit"), at the end of each month TR shall deduct such amount from the Pre-Paid Credit as is equal to the Transaction Fees payable in respect of the relevant month. Pre-Paid Credits are non-refundable and may only be redeemed for transaction based Products. TR shall not be responsible for paying interest on any Pre-Paid Credits.

8.4. All Fees shall be exclusive of any and all charges imposed by a government or other third party ("Tax"), including any consumption, sales or value-added taxes and any import or export fees or charges which shall

be payable by Client in addition to the Fees. If Client is obliged to withhold or deduct any portion of the Fees, then TR shall be entitled to receive from Client such amounts as will ensure that the net receipt, after Tax, to TR in respect of the Fees is the same as it would have been were the payment not subject to the Tax.

8.5. Unless otherwise set out in this Agreement, the Fees shall be effective during the Initial Term. TR reserves the right to increase the Fees for each Renewal Term provided it notifies Client of such modification not less than sixty (60) days prior to the end of the Initial Term or the then-current Renewal Term (as applicable). As certain of the transaction based Products are controlled by Third Party Suppliers, TR reserves the right to change the Transaction Fees for those Products as is necessary to pass to Client any increase in fees charged by Third Party Suppliers. Any changes in such Transaction Fees shall be displayed at the relevant location within the Products or otherwise notified to Client prior to such changes taking effect.

8.6. If Client (or any of its Affiliates) acquires, merges with or is acquired by another company such that the other company, as a result of the transaction, is or would be entitled to use or receive the Products and/or Services under this Agreement, TR shall be entitled to revise the Fees to account for the subsequent increased scope of use within the terms of the applicable license.

8.7. Upon providing Client with reasonable prior written notice, TR shall have the right, either directly or through a third party auditor and not more than once every 12 months, to conduct an audit during Client's normal business hours to verify that the Products are being used in a manner consistent with the provisions of this Agreement. Client shall co-operate with, and provide such applicable information as is reasonably requested by, TR (or its third party auditor) for the purposes of carrying out the audit. Without prejudice to TR's other rights or remedies, if TR or its third party auditor determines that Client is using the Products in a manner inconsistent with the provisions of this Agreement, Client shall (i) immediately cease such inconsistent use or, upon written agreement between the Parties, pay to TR additional Fees sufficient to permit such use, and (ii) reimburse TR for the cost of such audit.

9. GOVERNMENT RESTRICTED RIGHTS

If Client is a branch or agency of the United States Government, the following provision applies: 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 herein.

10. GENERAL

10.1. Neither Party will be liable to the other for any failure or delay in the performance of its obligations under this Agreement due to circumstances beyond its reasonable control.

10.2. Failure or delay by either Party in exercising any right or power hereunder will not constitute a waiver of such right or power unless agreed in writing pursuant to clause 10.6.

10.3. Client shall not assign, sub-license or delegate any of its rights or obligations under this Agreement without the prior written consent of TR. TR may sub-contract or transfer all or any of its rights or obligations under this Agreement to any third party, provided that in the case of sub-contracting, TR shall remain responsible for the performance by its sub-contractors of such obligations under this Agreement. Any assignment, sub-licensing or delegation in breach of this clause 10.3 shall be null and void.

10.4. Any notice given under this Agreement must be in English, in writing, signed by or on behalf of the Party giving it and delivered personally or sent by express courier or pre-paid registered or certified post to the address set out on the Cover Sheet (or as otherwise notified in writing by that Party by notice complying with the terms of this clause). TR shall be entitled to notify Client about renewal and pricing information by email to the email address of Client's administrator as notified by Client in writing



from time to time. All notices will be treated as being received on the date that the notice is recorded as having been delivered.

10.5. This Agreement contains the entire agreement of the Parties as to its subject matter and supersedes any and all prior written or oral agreements and understandings in relation thereto. Client agrees that any terms and conditions incorporated into any purchase order submitted by it for acceptance by TR whether before or after the date of this Agreement shall not apply and are expressly excluded. Each Party acknowledges that in entering into this Agreement it has not relied on any representations made by the other Party that are not expressed in this Agreement. This clause 10.5 shall not be construed as excluding either Party's liability in respect of any fraudulent statements.

10.6. Any amendment to this Agreement shall only be effective if in writing and executed by a duly authorized representative of each Party.

10.7. If any provision of this Agreement is determined to be illegal or unenforceable by any court of competent jurisdiction, it shall be deemed to have been deleted without affecting the remaining provisions.

10.8. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its principles governing conflicts of law.

10.9. Each Party intends that TR's Affiliates and Third Party Suppliers shall be third party beneficiaries of this Agreement and, thus, entitled to enforce this Agreement as if an original party hereto. There shall be no other third party beneficiaries.



CONTENT SERVICES SCHEDULE

TERMS AND CONDITIONS APPLICABLE TO CONTENT SERVICES PRODUCTS

The terms of this Content Services Schedule apply, in addition to the terms of the main body of the Terms and Conditions, to all Content Services specified on the Cover Sheet.

1. DEFINITIONS

- 1.1. In this Content Services Schedule, the following capitalized terms have the following meanings:

"Content" means any data (including Tagged Data), metadata, metrics, charts, graphs, literature or other content in any form that is contained within, or provided alongside, a Content Service;

"Content Service" means any TR product providing Content and/or access to Content as set out on the Cover Sheet including, where applicable, all Updates and Upgrades issued thereto;

"Documentation" means the user manuals and other documentation and technical information that TR makes generally available in relation to any Content Service, whether in electronic form or otherwise;

"End User" means an authorized end user of a Content Service within the scope of the License Level;

"Internal Database System" means an electronic searchable database system, which is available only to End Users within a Secure Network;

"License Level" means the level of license purchased by Client in relation to a Content Service as set out and more particularly described on the Cover Sheet;

"Login Details" means the unique user name and password used by End Users to access a Content Service and/or Client's IP address (as notified by Client in writing from time to time) required by TR to validate access and other details (technical or otherwise) concerning access to a Content Service and its login process; the Login Details shall be considered TR's Confidential Information;

"Secure Network" means a network (whether a standalone intranet network or a virtual private network within the Internet), which is accessible only to users authorized by Client and whose access rights are authenticated at the time of login and periodically thereafter consistent with good industry practice;

"Site" means Client's site and/or the designated operating location within Client's site as set out on the Cover Sheet;

"Software" means any software provided by TR as either (i) incorporated in a Content Service; or (ii) on a standalone basis, as set out on the Cover Sheet, including, where applicable, all Updates and Upgrades issued thereto;

"Tagged Data" means the underlying content metadata used to create a Content Service, delivered in its original, unmodified form via FTP feed or other designated electronic media, independent of, or alongside, such Content Service.

"Third Party Host" means the on-line platform provider and/or third party reseller of the Content as set out on the Cover Sheet.

2. RIGHTS OF USE

- 2.1. Subject to payment of the applicable Fees, TR grants to Client in relation to each Content Service a limited, non-exclusive, non-transferable right during the Term to allow End Users to access the applicable Content Service(s) on the terms set out in clauses 2.2, 2.3 and 2.4 below and within the scope of the License Level.

- 2.2. During the Term, in relation to each Content Service for which an End User is licensed, such End User may:

2.2.1. access, download and/or print reasonable amounts of Content as required for his or her own work use and Client's internal purposes; and

2.2.2. include insubstantial portions of Content in internal documents that are the property of Client, provided that such documents are for Client's internal use only, or distribute insubstantial portions of Content to third parties as incidental samples for illustrative or demonstration purposes only.

- 2.3. In each instance where an End User is reproducing any portion of the Content, such End User shall duly acknowledge the source of such Content and include the following notice where the Content is reproduced: "This material is reproduced under a license from Thomson Reuters. You may not copy or re-distribute this material in whole or in part without the written consent of the Scientific business of Thomson Reuters."

- 2.4. For the purpose of clause 2.2, an "insubstantial portion" of Content means an amount of Content which: (i) has no independent commercial value; and (ii) could not be used by the recipient as a substitute for any Content Service (or a substantial part of it) provided by TR or its Affiliates.

3. RESTRICTIONS ON USE

- 3.1. Except as otherwise authorized by TR or permitted under the Supplemental Terms at the end of this Schedule, Client undertakes not to, and to ensure that End Users will not:

3.1.1. use, copy, adapt, translate, modify, reverse engineer, decompile, disassemble, sub-license, sell or distribute any portion of a Content Service or any Content other than to the extent that they are expressly licensed to do so under the Agreement or as otherwise expressly permitted by law, where such rights cannot be modified by agreement;

3.1.2. allow any non-End Users to access any Content Service or Content, except as expressly permitted in clause 2.2.

3.1.3. (i) create derivative databases or other works whether using all or some of the Content; or (ii) otherwise use any Content Service (or any portion or derivation of the Content) in any other product or service;

3.1.4. use any Content Service, directly or indirectly, on a time sharing basis, or to provide services for any third party, except as otherwise permitted on the Cover Sheet;

3.1.5. use "web crawlers" or other types of software or hardware technology to automatically download or index Content from any Content Service;

3.1.6. disclose the Login Details to any third party or allow any third party to use the Login Details to access a Content Service (whether on an End User's behalf or otherwise);

3.1.7. (i) create a denial of service, hack into, make unauthorized modifications of or otherwise impede any Content Service, whether by the use of malware or otherwise; or (ii) intercept the communications of others using a Content Service or falsify the origin of Client's or an End User's (as applicable) communications or attempt to do any of the foregoing;

3.1.8. use a Content Service (i) for any illegal or injurious purpose; (ii) to publish, post, distribute, receive or disseminate defamatory, infringing, obscene or other unlawful material; or (iii) to threaten, harass, stalk, spam, abuse or otherwise violate the legal rights (including, without limitation, rights of privacy and publicity) of others; or

3.1.9. use a Content Service for any medical diagnosis or treatment purpose.

- 3.2. Where, in relation to a Content Service, the License Level set out on the Cover Sheet is "Named End User", Client shall ensure that no more End User IDs than the number of Named End User licenses set out on the Cover Sheet are provided to any individuals and that the End User IDs are not transferred from one individual to another.

- 3.3. Where, in relation to a Content Service, the License Level set out on the Cover Sheet is "Concurrent End User", Client shall ensure that no more End Users than the number of Concurrent End User licenses set out on the Cover Sheet access the Content Service at any one time.



3.4. CLIENT UNDERSTANDS THAT TR IS AN INFORMATION PROVIDER AND DOES NOT PROVIDE LEGAL, FINANCIAL OR OTHER PROFESSIONAL ADVICE. THE INFORMATION, MATERIALS AND OPINIONS (IF ANY) CONTAINED IN THE CONTENT SERVICES ARE FOR GENERAL INFORMATION PURPOSES ONLY, ARE NOT INTENDED TO CONSTITUTE LEGAL OR OTHER PROFESSIONAL ADVICE, AND SHOULD NOT BE RELIED ON OR TREATED AS A SUBSTITUTE FOR SPECIFIC ADVICE RELEVANT TO PARTICULAR CIRCUMSTANCES. NEITHER TR NOR ITS AFFILIATES NOR ANY OF ITS THIRD PARTY SUPPLIERS SHALL BE LIABLE FOR ANY LOSS THAT MAY ARISE FROM ANY RELIANCE BY CLIENT, OR ANY THIRD PARTIES, ON THE INFORMATION OR OTHER MATERIALS CONTAINED IN THE CONTENT SERVICES.

3.5. Where applicable and as a condition of TR providing the Content Services, Client shall ensure that it maintains all such licences and obtains all such consents and approvals to enable TR to host any data, content or other materials supplied by Client, its End Users or its third party licensors, which Client requires TR to host and/or make accessible for use by End Users through the Content Services.

4. INTELLECTUAL PROPERTY RIGHTS

Client acknowledges that all Intellectual Property Rights in the Content Services and Content are owned by TR or its Third Party Suppliers. Save as expressly set out in this Agreement, TR neither assigns any Intellectual Property Rights nor grants any licenses or rights in respect of the Content Services or Content to Client.

5. PROVISION OF ACCESS TO THE CONTENT SERVICES

5.1. Where the Cover Sheet identifies that Client will host the relevant Content Service:

5.1.1. Client shall:

- (a) host the relevant Content Service on a server located at the Site and in an environment which complies with TR's minimum operating specifications (as determined by TR from time to time in writing); and
- (b) maintain commercially reasonable security measures, including hosting the Content Service within a Secure Network to safeguard the Content Service from access or use by any unauthorized third party.

5.1.2. TR shall:

- (a) deliver the Content Service via the Delivery Method; and
- (b) grant Client a limited, non-exclusive, non-transferable right during the Term to host the Content Service on a single server for the purpose of using the Content Service under the terms set out in this Content Services Schedule.

5.2. Where the Cover Sheet identifies that the relevant Content Service will be accessed via a Third Party Host:

5.2.1. Client shall be responsible for maintaining such licenses and paying such fees to the Third Party Host as are required by the Third Party Host to access its products and services; and

5.2.2. TR shall not be liable for any failure by the Third Party Host to make the Content Service available to Client or for any inability of Client to access the Content from the Third Party Host.

5.3. Where the Cover Sheet identifies that TR will host the relevant Content Service, TR:

5.3.1. shall make the Content Service available to End Users via an Internet website hosted and maintained by TR (or by a third party on TR's behalf) and accessible at a URL to be notified by TR to Client from time to time provided that such End Users are authenticated by providing the correct Login Details;

5.3.2. may suspend access to the Content Service in order to perform maintenance, network upgrades or other work related to the host site and, where reasonably practicable, will provide reasonable advance notice to Client of such suspension; and

5.3.3. shall use commercially reasonable endeavors to: (i) maintain commercially reasonable server capacity and commercially reasonable Internet connection bandwidth to the location where TR hosts its servers, in each case, to provide End Users with reasonable access to the Content Service; (ii) make the Content Service available to End Users on a twenty-four (24) hour per day basis, except in the event of scheduled maintenance; and (iii) restore access to the Content Service in the event of an unscheduled interruption or suspension of service.

5.4. TR may change the format or nature of a Content Service at any time and shall provide Client with as much prior notice as is reasonably practicable of any such changes.

5.5. Where Client is accessing a Content Service hosted by TR or by a Third Party Host, Client shall be responsible for ensuring that the devices that its End Users use to access the Content Service meet the minimum operating specifications as may be notified by TR or the Third Party Host from time to time in writing.

6. THIRD PARTY CONTENT

6.1 Client acknowledges it may receive access to content that originates from a source other than TR ("Third Party Content") through the Content Services. Where applicable, the Third Party Terms Schedule may contain other terms and conditions which shall apply to Client's and/or any End Users' use of such Third Party Content in addition to the terms and conditions of this Content Services Schedule.

6.2. To the extent that Client archives or redistributes Third Party Content, Client must obtain all required approvals for such archiving and redistribution and upon request, provide copies of such approvals to TR.

6.3. If a Third Party Supplier ceases to make its Third Party Content available to TR or requires TR to suspend or terminate the provision of all or any part of its Third Party Content to Client or to any of its End Users, then TR may suspend or terminate that part of the Content Service, which contains such Third Party Content, immediately without notice or further obligation to Client.

6.4 Client acknowledges and agrees that except where it has entered into a separate agreement directly with a Third Party Supplier, Client has no contract with any Third Party Supplier in respect of the supply of the Third Party Content. No Third Party Supplier owes Client any duty of care with respect to its Third Party Content or accepts any responsibility for it. IF A CONTRACT OR DUTY SHOULD BE HELD TO EXIST, TR, AS AGENT FOR EACH THIRD PARTY SUPPLIER SOLELY FOR THE PURPOSE OF THE FOLLOWING EXCLUSION, EXCLUDES THE LIABILITY OF EACH THIRD PARTY SUPPLIER FOR ANY LOSSES OF CLIENT, WHICH MAY ARISE UNDER THAT CONTRACT OR DUTY.

7. SURVIVAL OF TERMS

Clauses 1 and 4 and (subject to termination pursuant to clause 11) clauses 9 and 10 shall survive termination or expiry of this Agreement or the applicable Content Service.

SUPPLEMENTAL TERMS AND CONDITIONS APPLICABLE TO THE FOLLOWING CONTENT SERVICES AND TO CONTENT FROM SUCH PRODUCTS:

- Arts & Humanities Citation Index
- Biological Abstracts
- BIOSIS Citation Index
- BIOSIS Previews
- Conference Proceedings Citation Index
- Current Chemical Reactions
- Current Contents Connect
- Current Contents Connect Collections
- Current Contents Search
- Derwent Innovations Index
- Essential Science Indicators
- InCites
- Index Chemicus
- Journal Citation Reports
- Science Citation Index Expanded
- Social Sciences Citation Index



Zoological Record

8. INSTITUTIONAL REPOSITORY LICENSE

8.1 Upon request by Client, TR will grant Client a limited, non-exclusive, non-transferable right to use the TR web services applications programming interface ("API") to access any of the above-listed Content Services to which Client currently subscribes, solely for the purpose of extracting, maintaining and displaying certain bibliographic data fields in a publicly available or internal institutional repository during the term of Client's subscription to the relevant Content Service(s). Such institutional repository may only include data regarding materials authored by Client's faculty, students or affiliated researchers, and may not include the following types of information: (i) article abstracts; (ii) cited references; (iii) citing articles; and (iv) author contact information. In addition, Client shall include a hyperlink to the appropriate Content Service in each institutional repository record that contains any Content.

8.2 Client shall not use, copy, adapt, translate, modify, reverse engineer, decompile, disassemble, sub-license, sell or distribute the API other than to the extent that it is expressly licensed to do so under the Agreement or as otherwise expressly permitted by law, where such rights cannot be modified by agreement. Furthermore, Client shall not permit any third party to access the API without TR's prior written consent.

9. PERPETUALLY LICENSED CONTENT

9.2 Where the Cover Sheet indicates that the Content contained within a Content Service is Perpetually Licensed Content, the rights granted under clause 2 in respect of such Content existing as of the relevant End Date shall be perpetual.

9.3 Client shall not use any Perpetually Licensed Content in connection with any software or system that is not provided or approved in writing by TR.

9.4 Following the termination or expiry of this Agreement or of the relevant Content Service, any Perpetually Licensed Content that was hosted by TR prior to termination or expiry will be supplied to Client in a fixed electronic medium as determined by TR upon request by Client.

10. SOFTWARE FOR PERPETUALLY LICENSED CONTENT

10.2 With the exception of EndNote, EndNote Web and any successor products, where Software is used in connection with Perpetually Licensed Content for the purpose of accessing and viewing such Content, TR shall grant Client a limited, non-exclusive, non-transferable, perpetual license to use such Software solely for that purpose and supply such Software to Client in a fixed electronic medium as determined by TR upon termination of the relevant Content Service.

10.2 If TR provides any Software to Client pursuant to clause 10.1, then following termination of the relevant Content Service, TR shall have no obligation to provide support in relation to such Software unless otherwise agreed between the Parties under a separate support agreement. TR MAKES NO WARRANTIES AND ACCEPTS NO LIABILITY IN RELATION TO CLIENT'S USE OF ANY SUCH SOFTWARE FOLLOWING THE TERMINATION OF A CONTENT SERVICE.

11. TERMINATION OF PERPETUAL LICENSE

Client's use of the Perpetually Licensed Content or any Software on a perpetual basis shall be subject to the restrictions and obligations set out in this Agreement, and TR may terminate Client's perpetual license if Client fails to comply with such restrictions and obligations.

12. USAGE REPORTING

With respect to the Content Service(s) designated above, TR will make available to Client statistics regarding the usage of such Content Service by Client and/or End Users in conformance with those guidelines and standards adopted and approved by the International Consortium of Library Consortia (ICOLC) in compliance with the COUNTER Codes of Practice.

SUPPLEMENTAL TERMS AND CONDITIONS APPLICABLE TO THE FOLLOWING CONTENT SERVICES AND TO CONTENT FROM SUCH PRODUCTS:

Aureka
PatentWeb
Thomson Innovation
Trademark.com

13. OTHER PERMITTED USES OF CONTENT

13.1 During the Term, in relation to each above-listed Content Service for which an End User is licensed, such End User may distribute limited, specifically relevant portions of the Content for interactions with (i) government regulatory agencies; (ii) third parties in connection with potential licensing transactions; and (iii) third parties for the purpose of representing or advising Client during litigation or other procedures for the application, renewal, extension or enforcement of Intellectual Property Rights, in each case in connection with Client's products or services.

13.2 During the Term, Client may maintain and use Content from any of the above-listed Content Services in an Internal Database System or in analytical tools for Client's internal business purposes only, where use is limited to access by End Users only, except as otherwise permitted on the Cover Sheet.

SUPPLEMENTAL TERMS AND CONDITIONS APPLICABLE TO TAGGED DATA:

14. OTHER PERMITTED USES OF TAGGED DATA

With respect to any license of Tagged Data, Client may use such Tagged Data to perform numerical or statistical analyses of data elements derived from a Content Service. In addition, notwithstanding any language to the contrary contained herein, Client may (i) download the Tagged Data for use in data analytics, and proprietary or third party visualization tools; (ii) use "web crawlers" to extract patterns from the Tagged Data; and (iii) create derivative databases consisting of the above-mentioned analytics; provided, however, that all Intellectual Property Rights to such Tagged Data or derivative databases shall be owned by TR; all such rights granted in this clause are limited to Client's internal, non-commercial use of the Tagged Data, and Client may not distribute or sublicense to any third party any portion of the Tagged Data or derivative databases created under this clause. Use of the Tagged Data may also be limited to a specific project if so designated on the Cover Sheet.

15. DELIVERY OF TAGGED DATA

TR will provide the Tagged Data to Client in the format that is indicated on the Cover Sheet.