




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

Order Form:

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

Client: Mississippi Library Commission	
Authorization by Client:	Authorization by: ProQuest LLC
Signature: 	Signature: 
Name: <u>Helen Bivins</u>	Name: Tim McGee
Title: <u>Executive Director</u>	Title: Vice President, Sales Operations
Date Signed: <u>4/17/2025</u>	Date Signed: March 28, 2025

Q-00709491 US1746310

Product Name	Code	Start Date	End Date	Price
HeritageQuest Online	HQO	2/1/2025	1/31/2026	552.96 USD
Digital Sanborn Mississippi	MSSAN	2/1/2025	1/31/2026	1,152.32 USD
				Total Price: 1,705.28 USD

Renewal Term:

The Term will renew upon mutual written agreement.

Product Terms:

GOVERNING LAW & JURISDICTION State of Mississippi

GOVERNING TERMS: The Mississippi Library Commission Standard Terms and Conditions Addendum (attached as Annex I) together with Clarivate Terms of Business (attached as Annex II), with the Product Terms and Third-Party Terms where applicable (referred as the Clarivate Terms).

Additional Information:

Mississippi Library Commission Standard Terms and Conditions Addendum applies to this agreement. In conjunction with the Clarivate Terms attached as Annexes I and II, respectively.

Legal Notice Information

Client Entity: Mississippi Library Commission
Client Legal Address: 3881 Eastwood Dr Jackson MS United States 39211-6473

Billing Information: Please review your billing address to ensure its accuracy.	Shipping Information: Please confirm the shipping address is accurate.
Mississippi Library Commission 3881 Eastwood Dr Jackson MS United States 39211-6473	Mississippi Library Commission 3881 Eastwood Dr Jackson MS United States 39211-6473
Electronic Invoice Recipient(s): Betty Moore bmoore@mlc.lib.ms.us Jennifer Lena jlina@mlc.lib.ms.us	Electronic Renewal Recipient(s): Betty Moore bmoore@mlc.lib.ms.us Jennifer Lena jlina@mlc.lib.ms.us
If your subscribing institution requires the use of Purchase Orders, please indicate below. Purchase Order # Billing Information Notes	Tax Registration Number # If tax exempt, please include copy of supporting documentation with signed agreement or email a copy to tax.certificates@clarivate.com

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

Authorized Sites:

Site Name	Product	Site Allocation Price
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Account Manager Information:

Hank Dreffs

734-997-4425 | hank.dreffs@proquest.com

Annex I



MISSISSIPPI LIBRARY COMMISSION STANDARD TERMS AND CONDITIONS ADDENDUM

This Addendum ("Addendum") between the **Mississippi Library Commission ("MLC")**, an agency of the State of Mississippi, and **ProQuest LLC ("Contractor")** constitutes an amendment or supplement to the **Clarivate Master Agreement (HeritageQuest Online & Digital Sanborn Mississippi)** (Contract/Agreement) (including any other agreements incorporated therein) and is hereby incorporated into said Agreement. Notwithstanding anything to the contrary contained in any agreement by and between Contractor and MLC, and in the event of any conflict between the terms of the underlying Agreement and this Addendum, the terms of this Addendum shall control. The terms of this Addendum may only be amended by a writing which specifically references this Addendum and is signed by both parties.

1. **Conflict.** Any terms in the Agreement which purport to modify or are in conflict with the terms of this Addendum are hereby deleted and replaced with the terms in this Addendum.
2. **Time for Payment.** MLC will make payments for all amounts owed under the Agreement no later than forty-five (45) days after receipt of the invoice and receipt, inspection and approval of the goods or services in accordance with Miss. Code Ann. § 31-7-305. No invoice shall be considered past due or late until the 45th day after receipt in accord with Miss. Code Ann. § 31-7-305(3). MLC makes no prepayments for services or products. See Miss. Op. Att'y Gen., Meadows (August 18, 2008).
3. **Assignment.** Neither party may assign its rights under the Agreement or delegate its duties under the Agreement without the prior written consent of the other party, such consent to not be unreasonably withheld.
4. **Insurance.** Any references to MLC's requirement to buy insurance are deleted. MLC is self-insured and will not be required to purchase casualty and liability insurance. MLC may furnish a certificate of self-insurance pursuant to the Mississippi Tort Claims Act, Miss. Code Ann. § 11-46-17.
5. **Limitations on Liability.** Pursuant to Miss. Code Ann. § 11-7-18 and notwithstanding anything contained in the Agreement to the contrary, no limitations on liability on the part of Contractor shall apply to any claims for compensatory damages to real or tangible personal property or to third party claims for death or bodily injury asserted against Contractor directly or by way of contribution to the extent such property damage, death or bodily injury was proximately caused by the negligence or willful misconduct of Contractor or its employees or agents. Notwithstanding anything contained in the Agreement to the contrary, nothing in the Agreement shall limit Contractor's liability to MLC or any third parties as a result of Contractor's breach of the Agreement, or Contractor's own negligence or willful misconduct. See Miss. Op. Att'y Gen., Long (February 27, 2009).

6. **Governing Law.** MLC Agreements are governed by and interpreted under the laws of the State of Mississippi without reference to conflicts of law provisions. If in the opinion of any court of competent jurisdiction such Agreement and provisions are not authorized or are inconsistent in any respect with Federal and/or Mississippi law, such court shall have the authority, if possible, to read the provisions or modify the Agreement, provision or provisions to be consistent with Federal and Mississippi law, and to enforce the remainder of these provisions as so amended. See Miss. Const. Art 4 § 100. See also Miss. Op. Att'y Gen., Nowak (November 18, 2005).
7. **Limitations on Actions/Jury Trial.** Notwithstanding anything contained in the Agreement to the contrary, the statute of limitations under applicable law shall solely govern the time for the commencement of all lawsuits. See Miss. Op. Att'y Gen., Davis (March 3, 1993). Any language in the Agreement waiving or in any way limiting MLC's right to file any appropriate action is hereby deleted.
8. **Limitations on Remedies.** Notwithstanding anything contained in the Agreement to the contrary, nothing in the Agreement shall limit MLC's remedies. Any limitations of remedies contained in the Agreement are deleted in their entirety.
9. **No Named Insureds.** Any provisions of the Agreement which require MLC to name Contractor as an additional named insured are hereby deleted in their entirety.
10. **Availability of Funds.** Continuance of any MLC Agreement is based on availability of funds. Should there be no funds available for any succeeding funding period, the Agreement will be cancelled as of the end of the funding period with no further obligation on the part of MLC. Any property covered by a lease shall be returned to the Contractor.
11. **Arbitration.** Any provisions of the Agreement which refer to, require, or contain the words "arbitration" and/or "mediation" are hereby deleted in their entirety. See Miss. Op. Att'y Gen., Conerly (February 5, 1999).
12. **Late Charges.** Any provisions of the Agreement which require MLC to pay Contractor any late charges are governed by Miss. Code Ann. § 31-7-305. See also Miss. Op. Att'y Gen., Pearson (November 22, 1993).
13. **Waiver.** No failure on the part of any party hereto to exercise, and no delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy hereunder preclude any further or other exercise thereof or the exercise of any other right, power or remedy.
14. **Attorneys' Fees and Collection Costs.** Any provisions of the Agreement which require the prevailing party, and/or require MLC to pay Contractor any attorneys' fees and/or collection costs are hereby deleted in their entirety. See Miss. Op. Att'y Gen., Stringer (January 25, 2006).
15. **Severability.** If any provision of this Addendum shall be determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Addendum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. **Penalties.** Any language requiring MLC to pay any penalties is deleted in its entirety. MLC does not agree to pay any extra compensation, fees or allowances after services rendered or contract made, or to make any payment not authorized by law.

17. **Waiver of Subrogation.** Any language requiring MLC to waive any cause of action it may have against Contractor or any other party on account of any loss/damage insured by an insurance policy is hereby deleted in its entirety.

18. **Warranty.** Contractor warrants that the goods and/or services provided hereunder shall be free from defects, and performed in a first class, workmanlike fashion. Any limitations of warranties, including warranties of merchantability and fitness for a particular use, contained in the Agreement are deleted in their entirety. See Miss. Op. Att'y Gen., Davis (March 3, 1993).

19. **Indemnification.** Contractor shall indemnify, defend and hold MLC harmless from any and all claims, actions, lawsuits, proceedings, costs, expenses, damages and liabilities, including attorney's fees, resulting from or arising out of Contractor's breach of the Agreement and/or the negligence or willful misconduct of Contractor or its employees or agents. Any provisions of the Agreement which require MLC to indemnify Contractor or any other third parties in any way are deleted in their entirety. See Miss. Op. Att'y Gen., Stringer (January 25, 2006). MLC shall only be responsible for liability resulting from the actions/inactions of its officers, agents, and employees acting within the course and scope of their official duties with MLC to the degree and within the parameters required under the Mississippi Tort Claims Act, Miss. Code Ann. § 11-46-1, et seq. MLC is an entity of the State of Mississippi and is afforded the protection of limited sovereign immunity pursuant to Miss. Code Ann. § 11-46-1, et seq., and any action against MLC shall be filed in accordance with and subject to the limitations contained therein.

20. **Confidentiality.** Licensor represents and warrants that it will comply with the applicable provisions of the Family Educational Rights & Privacy Act (FERPA) of 1974 (34 CFR Part 99); HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively); and the provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act").

Further, notwithstanding any provision to the contrary contained herein, it is recognized that MLC is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Miss. Code Ann. § 25-61-1, et seq. If a public records request is made for any information provided to MLC pursuant to the Agreement, MLC shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

It is also recognized that MLC is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008, Miss. Code Ann. § 27-104-151, et seq., and is required to provide public access to its financial information and expenditures through the Institutions of Higher Learning Accountability and Transparency website.

21. **Independent Contractor.** It is understood by the parties that Contractor is an independent contractor and not an employee or agent of MLC. Contractor retains sole and absolute discretion, control and judgment in the manner and means of carrying out its assignments. Contractor shall comply with MLC's Human Resource Department's applicable policies and procedures including pre-employment screening. Contractor understands and agrees that neither it nor its employees performing services hereunder shall be entitled to any of the rights, fringe benefits and privileges established for MLC's employees, if any, including, but not limited to, the following: retirement benefits, medical insurance coverage, life insurance coverage, health insurance, disability insurance coverage, severance pay benefits, PTO, overtime pay, etc. Contractor understands and agrees that MLC will not pay or withhold from the compensation paid to Contractor pursuant to the Agreement any sums customarily paid or withheld for or on behalf of employees for income tax, unemployment insurance, social security, or payment pursuant to any law or governmental requirement, and all such payments as may be required by law are the sole responsibility of Contractor. Contractor agrees to indemnify and hold MLC harmless from and against any such payments or liabilities for which Contractor may become liable with respect to such matters.

22. **Entire Agreement.** This Addendum; any other documents or writings which it accompanies, or to which it is attached (as amended by this Addendum); and any other documents which may be incorporated therein by reference, constitute the entire agreement of the parties with respect to the subject matter herein. Any other agreements or understandings, whether written or oral, are hereby superseded. The terms of this Addendum; any other documents or writings which it accompanies or to which it is attached (as amended by this Addendum), shall solely govern the rights and obligations of the parties with respect to the subject matter herein. Any modification to the Agreement shall only be effective if it is in writing and signed by both parties.

23. **Tax-Exempt Governmental Entity.** Pursuant to Miss. Code Ann. § 27-65-1, et seq., and 27-67-1, et seq., MLC and other state institutions are exempt from state sales and use taxes. Likewise, MLC will not pay excise or personal property taxes. If the Contractor is liable for such taxes, Contractor shall take such into consideration in pricing. It is Contractor's responsibility to contact local taxing authorities in the state and county where equipment will be located to determine possible tax liabilities in connection therewith.

24. **No Assignment; No Third-Party Beneficiaries.** No party may assign any of its rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or another manner. Any purported assignment of rights in violation of this Section is void. This Agreement binds and benefits the parties and their respective permitted successors and assigns. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.

25. **Equal Opportunity Employer.** MLC is an equal opportunity employer. MLC does business with organizations that are in compliance with Title VII of the 1964 Civil Rights Act (as amended). During the performance of any contract with MLC, Contractor agrees to be bound by provisions of Civil Rights Act of 1964 (as amended), the Rehabilitation Act of 1973 (as amended), and the Veterans Readjustment Act of 1972 (as amended).

26. **E-Verify.** Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, et seq., and will register and

participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

27. **Force Majeure.** "Force Majeure Event" means any act or event, whether foreseen or unforeseen, that meets all three of the following tests: (a) The act or event prevents a party in whole or in part from performing its obligations under this Agreement; or satisfying any conditions to the performing party's obligations under this Agreement; (b) The act or event is beyond the reasonable control of and not the fault of the non-performing party; and (c) The non-performing party has been unable to avoid or overcome the act or event by the exercise of due diligence. Notwithstanding anything to the contrary in the Agreement or otherwise, a Force Majeure Event excludes economic hardship, changes in market conditions, or insufficiency of funds. If a Force Majeure Event occurs, the non-performing party is excused from whatever performance is prevented by the Force Majeure Event to the extent prevented and satisfying whatever conditions precedent that cannot be satisfied. When the non-performing party is able to resume performance of its obligations under this Agreement or satisfy the conditions precedent to the performing party's obligations, it shall immediately give the performing party written notice to that effect and shall resume performance under this Agreement no later than five (5) working days after the notice is delivered. This provision is the exclusive remedy available to the non-performing party with respect to a Force Majeure Event. See Miss. Code Ann. § 75-2-617.

28. **Data Migration.** Upon expiration or earlier termination of the contract, Contractor agrees that MLC may elect to have Contractor migrate any stored MLC data to MLC computer at no cost to MLC, or for Contractor to provide the data to MLC in another form which is acceptable to MLC at no cost to MLC.

29. **Information Security.** Vendor shall be responsible for establishing and maintaining an information security program that is designed to (i) ensure the security and confidentiality of data transmitted by MLC to Vendor or data otherwise obtained by Vendor from or about MLC ("MLC Data"), (ii) protect against any anticipated threats or hazards to the security or integrity of MLC Data, and (iii) protect against unauthorized access to or use of MLC Data that could result in substantial harm or inconvenience to MLC or any of its stakeholders. Vendor shall establish, employ and at all times

maintain physical, technical and administrative security safeguards and procedures sufficient to prevent any unauthorized processing of and/or use, access, alteration, disclosure, erasure, copying, exhibition, transmission, or destruction of MLC Data while such information is in Vendor's possession or control and will ensure that such information is not processed in other ways contradictory to privacy and/or data protection laws. Vendor will maintain sufficient procedures to detect and respond to security breaches involving MLC Data and will inform MLC immediately when it suspects or learns of malicious activity involving MLC Data, including an estimate of the activity's effect on MLC and the corrective action taken. Such procedures shall include, but not be limited to, logging of all access to confidential or sensitive data, use of firewalls for all external data connections, and timely implementation of updates and patches.

At a minimum, Vendor's safeguards for the protection of MLC Data shall include: (i) limiting access to MLC Data to authorized personnel of Vendor and utilizing policies that promote the least internal access; (ii) securing business facilities, data centers, paper files, servers, back-up systems (at a strategically located off-site location) and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication (two-factor or more secure method) and access controls within media, applications, operating systems and equipment; (vi) encrypting (with AES-256 bit or better encryption) MLC Data stored on any mobile media; (vii) encrypting MLC Data transmitted over public or wireless networks; (viii) strictly segregating MLC Data from information of Vendor or its other customers so that MLC Data is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (x) providing appropriate privacy and information security training to Vendor's employees.

30. Payment. Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

31. Governmental Entity. Contractor recognizes and acknowledges that MLC, as a State of Mississippi government agency, is entering this Agreement, including the provisions thereof, only to the extent authorized by Mississippi law, including the opinions of the Mississippi Attorney General. Any provision of the Agreement that is in any respect not authorized by or is inconsistent with Mississippi law, including the opinions of the Mississippi Attorney General, is invalid.

32. Compliance with Mississippi Code §39-3-25. Contractor attests that the digital products provided will comply with Mississippi Code §39-3-25.

Clarivate Terms

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

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

1. Our Products and Services

(a) Orders. Your Order identifies the Products, quantities, relevant license and restrictions, fees and charges, permitted users ("**Authorized Users**") and other relevant details of your Order.

(b) Intellectual Property. Together with our licensors, we retain all ownership of and all rights in the Products (including any underlying software, data models, databases or data sets), any pre-existing codes, content, methodologies, templates, tools or other materials used in performing services, and any configurations, modifications or derivatives thereto (collectively "**Clarivate IP**"). Clarivate IP constitutes our valuable intellectual property, confidential information and trade secrets, and you may only use it as expressly permitted in the Agreement. You must promptly notify Clarivate if you become aware of any unauthorized use of Clarivate IP.

(c) Compliance. Clarivate and you shall act at all times in accordance with the laws, rules, regulations, export controls and economic sanctions as they apply to such party in connection with its obligations under the Agreement ("**Applicable Laws**").

(d) Updates. The Products change from time to time. If we fundamentally change the Products in a way which materially impairs your usage of the Products, you may terminate the affected Products on written notice no later than 30 days after the change.

(e) Passwords. Your access to certain Products may require authentication (e.g. a password). Sharing passwords or facilitating access to unauthorized users is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that Clarivate IP is secure and inaccessible to unauthorized persons.

(f) Usage information. We may collect information related to your use of our Products. We may use this information for legitimate business reasons including without limitation to recommend products, services or functionality that may interest users, to test and improve our Products and to protect and enforce our rights under the Agreement, and may pass this information to our third party providers for the same purposes.

(g) Feedback and knowledge. Where you provide any comments, recommendation, suggestion or ideas, or any other feedback related to Clarivate IP ("**Feedback**") we may use and exploit such Feedback without restriction or obligation to you and you will not obtain any rights in Clarivate IP. We may freely use our general knowledge, skills and experience, and any ideas, concepts, processes, know-how and techniques developed by Clarivate while providing any Products (including professional services), provided we do not use your confidential or other proprietary information.

(h) Documentation. You may print or download PDF copies of user guides, online help, release notes, training materials and other documentation provided or made available within the Products or published online, as updated from time to time ("**Documentation**") for your internal use with the Products, provided all copyright or proprietary rights notices are retained.

(i) Third party providers. The Products may include data, software and services from third parties. Some third party providers require Clarivate to pass additional terms through to you, and you must comply with these additional terms as applicable. The third party providers change their terms occasionally and new third party providers are added from



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

2. Your Obligations

(a) Limited license. You may only use the Products in accordance with the applicable license set out in Sections 3 to 6, the relevant product/service terms referenced on the Order, and the Documentation. You are responsible for all acts or omissions of your users in connection with the Products, and ensuring users comply with these terms.

(b) Your content. You retain ownership of your pre-existing content, data and materials that you provide to us, or use with the Products ("**Content**"). You hereby grant Clarivate a license to use your Content as required by Clarivate to provide you with the Products (including right to sublicense the same to our subcontractors, as required). You must (i) ensure your Content does not infringe third party rights or any Applicable Laws; and (ii) notify Clarivate in advance before transmitting to us, and clearly mark, any of your Content that contains restricted data, including the jurisdiction and classification under applicable export control laws. Restricted data may include any information, data, or source code that is on an export controls list or equivalent list of any applicable jurisdiction or that is related to weapons, military/defense, intelligence, or law enforcement; aerospace or subsea technologies; cryptography, encryption, or cybersecurity tools; advanced or cutting-edge items or technologies; or items that could pose a danger to health or safety. Unless your Order includes backup services, we disclaim all responsibility for backing up your Content.

(c) General obligations. You must (i) ensure we have up-to-date contact and billing information for your Order; (ii) provide detailed, accurate and sufficiently complete information, specifications and instructions in a timely manner; (iii) ensure you are permitted to allow Clarivate to use and modify your equipment, systems, software and Content, as required to provide the Products; (iv) maintain then-current minimum technical requirements to access the Products, as applicable; and (v) perform any additional obligations specified in your Order. If reasonably requested, you must make authorized personnel available to agree on the impact of any failure or delay by you to comply with these requirements, and you must not unreasonably withhold or delay your consent to any consequential changes to the Agreement.

(d) Third-party technology. You may only integrate our software with, or access our data from, third-party software, systems, platforms or products ("**Third Party Technology**") as permitted by the Agreement. You are responsible for procuring, maintaining and complying with any necessary license for the Third Party Technology (which is independent of the Agreement and your license to the Products).

(e) Restrictions. You must not (i) introduce any malicious software into Clarivate IP or network; (ii) run or install any computer software or hardware on the Products or network; (iii) scrape data from the Products; or (iv) disable or bypass any functionality or restrictions within the Products.

(f) Artificial Intelligence. Unless expressly permitted under a mutually agreed Artificial Intelligence Addendum or other written agreement with us, you must not use and access the underlying Clarivate proprietary data from the Products: (i) with any of your technology platforms or systems, in a manner which includes or involves your application of artificial intelligence, such as generative artificial intelligence, machine learning, algorithms or language models ("**AI Technologies**"); or (ii) to generate any content, such as code, languages, software, services, text, voice, audio, graphics, illustrations, workflows, images, videos or other outputs, in any form or media.

(g) Limitations. Unless expressly permitted elsewhere in the Agreement, you may use the Products for your internal use only and shall not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, transform, reverse engineer, benchmark, frame, mirror, translate or transfer Clarivate IP in whole or in part, or as a component of any other product, service or material; (ii) create a derivative database or otherwise access and use Clarivate IP to create any derivative works, services or products (including tools, algorithms or models) that compete with or provide a substitute for a product offered by Clarivate or its third party providers; (iii) perform penetration testing; (iv) perform any text or data mining or indexing of the Products or any underlying data (v) use the Products or underlying data in conjunction with any third-party technology or (iv) allow any third parties or unauthorized users to access, use or benefit from Clarivate IP in any way whatsoever. For the avoidance of doubt, the exercise of legal rights that cannot be limited by agreement under applicable laws is not precluded.

(h) Your Responsibilities. You are responsible for any violation of Applicable Laws or regulation, or violation of our or any third party rights (including unauthorized use) related to (i) your Content or your instructions to us; (ii) your



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

3. Information Services

(a) Definition. “**Information Services**” means a product providing data, metadata, metrics, charts, graphs, literature or other information in any form (collectively “**Licensed Information**”), including via a Clarivate-provided tool, algorithm, process, web platform, an API, a datafeed, custom dataset or syndicated report.

(b) License. Your Authorized Users may use the Information Service solely for internal analysis and research purposes. Where an Information Service is available via a Clarivate-provided web platform, subject to the Product functionality, Authorized Users may view, download and print reasonable amounts of the Licensed Information for their own individual use. We determine a “reasonable amount” of Licensed Information by comparing user activity against the average activity rates for all other users of the same product.

(c) Distribution. Authorized Users may on an infrequent, irregular and ad hoc basis, distribute limited extracts of the Licensed Information internally to non-authorized users as incidental samples or for illustrative or demonstration purposes in reports or other documentation created in the ordinary course of their role. We determine a ‘limited extract’ as an amount of Licensed Information that has no independent commercial value and could not be used as a substitute for any service or product (or a substantial part of it) provided by us, our affiliates or third party providers. Licensed Information may also be distributed: (i) amongst Authorized Users; (ii) to government and regulatory authorities investigating you, if specifically requested; (iii) to persons acting on your behalf, to the extent required to provide legal or financial advice to you, and (iv) to third parties upon execution of a written agreement between Clarivate and the third party. You are responsible for ensuring use by such persons complies with the terms of this Agreement. For clarity, consent is not required for hosting services which host our Licensed Information solely on your behalf; provided, however that such third party shall in no way access or use the data for any purpose.

(d) Attribution and representation. Where users quote and excerpt Licensed Information in their work as permitted by the Agreement, they must appropriately cite and credit Clarivate as the source. Attribution to Clarivate and use of the Licensed Information must not categorize or identify Clarivate as an ‘expert’ in any context and to ensure Licensed Information is not misrepresented or taken out of context. Without our prior written consent, the Licensed Information shall not be filed with any securities authorities.

4. Installed Software

(a) Definition. “**Installed Software**” means software which is downloaded to or implemented on your servers.

(b) License. You may install Installed Software only for your internal user. Software licenses do not include updates (bug fixes, patches, maintenance releases), upgrades (releases or versions that include new features or additional functionality), APIs or Professional Services unless expressly stated in the Order. Your Order details your permitted installations, users, locations, the specified operating environment and other permissions and restrictions. You may use Installed Software in object code only. You are responsible for backups and may only make necessary copies of the Installed Software for such purposes.

(c) Delivery. Unless stated otherwise in your Order, we deliver Installed Software by making it available for download. You may first need to provide Clarivate with certain identifying information about your system administrator and you may be required to confirm availability or installation of our software.

(d) Acceptance. Unless set forth otherwise in an Order, when you download Installed Software and Documentation, you are accepting it for use in accordance with the Agreement.

5. Hosted Software

(a) Definition. “**Hosted Software**” means our software applications made available to you via the internet.

(b) License. You may use our Hosted Software only for your internal use. Your Order details your Authorized Users, locations and other permissions and restrictions. Software licenses do not include updates (bug fixes, patches,



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

(c) Delivery. We deliver our Hosted Software by providing you with online access to it. Unless set forth otherwise in an Order, when you access our Hosted Software, you are accepting it for use in accordance with the Agreement.

(d) Content. You grant Clarivate permission to use, store and process your Content. Access and use of your Content by us, our employees and contractors to the extent necessary to deliver the Hosted Software, including training, research assistance, technical support and other services. We will not disclose your Content except to support the Hosted Software, unless required by Applicable Laws (when we will use our reasonable efforts to provide notice to you). We may delete or disable your Content if required under Applicable Laws or where such Content violates the Agreement (and we will use our reasonable efforts to provide notice to you of such action). You may export your Content prior to termination or, where Content cannot be exported and is accessible by us, we may, at your cost and upon execution of an Order for such services, provide you with a copy of such Content.

(e) Security. We will inform you in accordance with Applicable Laws if we become aware of any unauthorized third party access to your Content and will use reasonable efforts to remedy identified security vulnerabilities. Our Hosted Software is designed to protect your Content, however, unless set forth otherwise in your Order, you are responsible for maintaining backups of your Content. If your Content is lost or damaged due to our breach, we will assist you in restoring your Content to the Hosted Software from your last available back up copy.

6. Professional Services

(a) Definition. "Professional Services" means any professional services, including but not limited to implementation, customization, configuration, transition services, administrative services, consulting services, screening, search and analytics services, and watch services to be provided by Clarivate.

(b) License. Unless otherwise set out in the Order, you will own the deliverables set out in the Order, provided that (i) we retain all intellectual property rights in and to the Clarivate IP and you receive a license to use the Clarivate IP solely to the extent necessary to utilize the deliverables for your internal use; and (ii) if the deliverables include any configurations or modifications to our pre-existing products (including but not limited to implementation services and custom datasets) we retain all intellectual property rights in and to such deliverables, and you receive a license to use them in the same way as you are licensed to use the relevant Product. You agree deliverables are deemed accepted upon delivery unless agreed otherwise in an Order.

(c) Changes. Either of us may make written (including email) requests to change any aspect of the Professional Services, provided that no change will take effect unless and until we have each signed a formal change order setting out the impact of the change and any consequential changes required to the Agreement. Neither of us will unreasonably withhold our agreement to a change.

(d) Access. As required for Clarivate to perform the relevant Professional Services, you must provide reasonable access to your sites, equipment and systems and ensure the health and safety of our personnel on your premises and full cooperation from your qualified and experienced personnel as reasonably required. We will take reasonable steps to ensure that while on your site our personnel comply with reasonable security, health and safety and confidentiality requirements that are notified to Clarivate in advance.

7. APIs and Data Feeds

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



(b) **Software.** Clarivate may make APIs available to you to configure our Hosted Software and Installed Software (collectively "**Software**") or otherwise allow our Software to interoperate with third-party programs or services ("**Client Configurations**"). Such APIs may only be used with the associated Software and in accordance with the applicable Documentation and/or terms of use. We disclaim all liability for Client Configurations.

(c) **Keys.** Our API and data feed keys must not be: (i) shared in any way; (ii) used for multiple interfaces; or (iii) used in any way that mimics any material functionality of any Products developed or marketed by Clarivate, or would reasonably be deemed competitive to any Products offered by Clarivate, our affiliates or third party providers. You must demonstrate interfaced systems if reasonably requested by us.

8. Charges

(a) **Payment and taxes.** You must pay our charges and reasonable expenses, together with any applicable taxes, without deduction within 30 days of the date of invoice, unless otherwise provided on your Order. Payment must be in the currency stated on your Order. We may levy a service charge of 1% per month or the highest lawful interest rate (whichever is lower) for late payment plus our reasonable collection costs, including attorneys' fees. Our fees are exclusive of tax, and shall be paid by you free and clear of all deductions or withholdings provided, if you are required by law to deduct or withhold you will be responsible for paying to Clarivate such additional amount as will, after such deduction or withholding has been made, leave Clarivate with the same amount as we would have been entitled to receive in the absence of any such requirement to make a deduction or withholding. Invoice disputes must be notified in writing to Clarivate within 15 days. Once resolved, payment of disputed invoices will be due immediately.

(b) **Changes.** We may change the charges for the Products with effect from the start of each renewal term by giving you at least 60 days' written notice. If we believe your creditworthiness has deteriorated we may require full or partial payment before the continued performance of services. If you receive an electronic request to change our banking account number, you should contact our Treasury Department.

(c) **Increases in usage.** If your Order includes limits on usage, you must pay additional charges if you exceed those limits, based on the rates specified on the Order or our current standard pricing, whichever is greater. If you have enterprise wide or site wide access set out in your Order, our charges are established based on the size of your organization, anticipated number of users, site locations and population served as at the date of the Order, and if any one or a combination of these elements materially increases (e.g. if you acquire a new affiliate), we reserve the right to vary the charges.

9. Privacy

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



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

10. Confidentiality

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

11. Audit

(a) Audit right. Without limiting Clarivate's right to electronically monitor usage of the Products, we or our professional representatives may audit your compliance with the Agreement, on at least 10 business days' notice and during normal business hours, provided that we will not audit more than once in 12 months, unless we reasonably believe you are in breach or we are required to by a third party provider.

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

12. Warranties and disclaimers

(a) LIMITED WARRANTY. WE WARRANT THAT (i) WE PROVIDE THE PRODUCTS USING COMMERCIALY REASONABLE SKILL AND CARE; (ii) OUR INSTALLED SOFTWARE WILL SUBSTANTIALLY CONFORM TO ITS DOCUMENTATION FOR 90 DAYS AFTER DELIVERY; AND (iii) OUR HOSTED SOFTWARE WILL SUBSTANTIALLY CONFORM TO IT'S THEN-CURRENT DOCUMENTATION. WE DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OR DELIVERY OF THE PRODUCTS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS, THESE WARRANTIES AND ANY PRODUCT-SPECIFIC WARRANTIES THAT MAY BE INCLUDED IN YOUR ORDER ARE THE EXCLUSIVE WARRANTIES FROM CLARIVATE AND WE DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS, EXPRESS OR IMPLIED, INCLUDING OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND CURRENTNESS.

(b) SOFTWARE. IF WE CANNOT RECTIFY ANY VALID SOFTWARE WARRANTY CLAIM WITHIN A REASONABLE PERIOD YOU MAY CANCEL YOUR LICENSE OF THE AFFECTED SOFTWARE BY WRITTEN NOTICE TO US. WE WILL WITHOUT ANY FURTHER LIABILITY REFUND ALL APPLICABLE CHARGES BASED ON A FIVE (5) YEAR STRAIGHT-LINE DEPRECIATION FROM THE EFFECTIVE DATE OF THE APPLICABLE ORDER FOR THE SOFTWARE.

(c) PROFESSIONAL SERVICES. WE WILL RECTIFY PROFESSIONAL SERVICES IF YOU GIVE US WRITTEN NOTICE OF A VALID WARRANTY CLAIM WITHIN 30 DAYS OF DELIVERY. IF WE CANNOT RECTIFY ANY VALID WARRANTY CLAIM WITHIN A REASONABLE PERIOD WE WILL WITHOUT ANY FURTHER LIABILITY REFUND ALL APPLICABLE CHARGES RELATED TO THE DEFECTIVE SERVICE AND WE MAY TERMINATE THE AFFECTED SERVICES BY WRITTEN NOTICE TO YOU.

(d) NO ADVICE. WE ARE PROVIDING THE PRODUCTS FOR INFORMATIONAL PURPOSES ONLY. WE ARE NOT PROVIDING ANY ADVICE (LEGAL, MEDICAL, CLINICAL, FINANCIAL OR OTHERWISE) BY ALLOWING YOU TO ACCESS AND USE THE PRODUCTS. YOU ARE FULLY RESPONSIBLE FOR YOUR INTERPRETATIONS OF THE PRODUCTS. IF YOU



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

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

13. Liability

(a) **Unlimited liabilities.** Neither of us excludes or limits liability for (i) fraud, (ii) death or personal injury caused by negligence, (iii) claims for payment or reimbursement or (iv) any other liability, including gross negligence, where not permitted to do so under Applicable Laws and nothing in the Agreement shall be interpreted to do so.

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

(c) **Limitation.** The aggregate liability of each of us (and of any of Clarivate's third party providers) for all claims arising out of or in connection with the Agreement, including for breach of statutory duty, in tort or in negligence (collectively 'Claims'), will not exceed the amount of any actual direct damages up to the amounts payable in the 12 months prior to the first incident under which liability arose (or where the claim arose in the first 12 months of the Agreement, the amounts that would have been payable in the first 12 months) for the Product that is the subject of the claim.

(d) **Claims.** You may not assign or transfer Claims and you must bring Claims within 12 months of arising.

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

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

(g) **Mitigation.** Each of us shall take reasonable steps to limit and mitigate any losses, liability, Claims or other costs it may incur under the Agreement and which it may seek to recover from the other, including under any reimbursement or indemnity. Further, in the event a Product infringes or may infringe a third party's intellectual property rights we may, at our expense and option: (a) replace or modify the Product to make it non-infringing, while maintaining equivalent functionality; (b) procure the right for you to continue using the Product pursuant to this Agreement; or (c) terminate the Product and provide you a refund on a pro-rata basis.

(h) **Equitable relief.** Each of us agrees that damages may not be a sufficient remedy for any misuse of the others intellectual property, confidential information or trade secrets, and each of us may seek equitable relief (including specific performance and injunctive relief) as a remedy for breach of the Agreement.



14. Term, Termination

(a) Term. The term and any renewal terms for the Products are described in your Order. If either of us does not wish to renew the Products set forth in an Order, in whole or in part, they must provide the other with at least 30 days' written notice before the end of the then current term.

(b) Suspension. We may on written notice suspend or limit your use of the Products or other Clarivate IP, or terminate the Agreement, (i) if required to do so by a third party provider, Applicable Laws, court or regulator; (ii) if you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) if there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement (including payment); or a violation of third party rights or Applicable Laws. Our notice will specify the cause of the suspension or limitation and, as applicable, the actions you must take to reinstate the Product. If you do not take the actions or the cause cannot be remedied within 30 days, we may terminate the Agreement. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.

(c) Termination. We may terminate the Agreement, in whole or in part, in relation to a Product which is being discontinued, on 90 days' written notice. Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and (if capable of remedy) fails to cure the material breach within 30 days of being notified to do so. Unless we terminate for breach or insolvency, fees will be due for all Products provided through the termination date and any pre-paid charges will be refunded on a pro-rated basis for terminations in accordance with the Agreement. Transition assistance may be provided upon the execution of an Order for such services.

(d) Effect of termination. Except to the extent we have agreed otherwise, upon termination, all your licenses and usage rights granted end immediately and you must permanently uninstall, expunge, delete or destroy the Products and Clarivate IP (including any copies thereof) in your or any third party's control or possession and, if requested, confirm this in writing. Termination of the Agreement will not (i) relieve you of your obligation to pay Clarivate any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue.

15. Force majeure

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

16. Third party rights

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

17. General

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

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

(c) Amendment. We may amend the Agreement from time to time, with such changes being effective upon renewal.

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



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

(f) Performance. We may perform some or all of our obligations from any of our offices globally or through any of our affiliates or third parties. Such affiliates and third parties are obligated to confidentiality obligations and we remain responsible for their performance.

(g) Headings and summaries. Headings and summaries shall not affect the interpretation of the Agreement.

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

(i) Governing law and jurisdiction. If a dispute arises related to this Agreement or an Order, Clarivate and you agree to meet to try and resolve it before commencing any legal proceedings. Should such resolution attempts fail, each of us agrees that any Claim arising out of or in connection with the Agreement (including its formation) is subject to the exclusive governing law and exclusive jurisdiction specified in the Order. BOTH YOU AND CLARIVATE EXPRESSLY AND KNOWINGLY WAIVE ANY RIGHT TO A JURY TRIAL IN THE EVENT ANY ACTION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT IS LITIGATED OR HEARD IN ANY COURT.

(j) Precedence. In the event of any conflict within the Agreement, the descending order of precedence is: the Order; the referenced documents (including any specific product/service terms); the remaining terms and conditions of this Agreement.

(k) Notices. Notices for Clarivate must be directed to contract.admin@clarivate.com. Notices for you will be directed to the Client entity and address identified in the Order. Each of us may update our notice information upon prior written notice to the other.

Last updated: March 2024 (Version 3.2)

Mississippi Library Commission- Contract Request - FY25 (July 1, 2024 - June 30, 2025)

All initial contract requests and renewals or amendments to contracts must have this form completed.

Date of Request: Saturday, February 1, 2025

Description of Contract:

Contract to provide MLC access to HeritageQuest Online & Digital Sanborn Mississippi between 2/1/2025 - 1/31/2026.

Initial Request/Renewing/Amending:

☐ Awarding ☐ Renewing ☐ Amending

Contractor Name: ProQuest LLC

Contractor Address:

Total Contract Award: \$1,705.28

Period of Services

Start: Saturday, February 1, 2025

to **End:** Saturday, January 31, 2026

Purpose (attach a detailed scope of work if initial request; if renewal or amending include justification and any cost increases or changes to original scope of work):

Contract to provide MLC IP authenticated on-premise access to databases HeritageQuest Online & Digital Sanborn Mississippi in order to improve users' ability to obtain and/or use information resources. Also includes remote access.

Analysis Describing Award, Renewal, or Amendment of Contract (include specifications, quotes, and/or scoring criteria if applicable)

The service is used by MLC patrons and staff to access records including census information, articles from historical journals, information from the Freedman's Bank, and digital versions of historical fire insurance maps for genealogical and other research.

Type of Contract:

☐ Sole Source ☐ Emergency ☐ Competitive ☒ Other

If selecting "other," provide detailed explanation:

Less than \$5,000

Requested by: Alex Brower

Deputy Director Approval: Jennifer Rene

Administrative Services Approval:

Executive Director Approval (if applicable):

Contracts over \$10,000 require Executive Director's Signature

Approval of this agreement is only the initial step in the contract process. In order to establish a valid contract, a formal agreement will be developed by Business Services and the agreement will be signed by the Contractor and the Mississippi Library Commission.