

**SERVICE AND SUPPLY CONTRACT FOR
JOURNAL AND HIGHLY CITED DATA
ONLINE DATABASE**

**JOURNAL AND HIGHLY CITED DATA
ADATBÁZISHOZ VALÓ HOZZÁFÉRÉSRE
IRÁNYULÓ SZERZŐDÉS**

This agreement is entered between the

A jelen megállapodás létrejött az

**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

MTA Könyvtár és Információs Központ
(továbbiakban mint Előfizető)

székhelye: 1051 Budapest, Arany János u. 1.
Adószám: 15300289-2-41
Bankszámlaszám: 10032000-00322946-00000000

represented by Prof. István Monok DSc.

képviseli: Prof. István Monok DSc.

and

és

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

a Thomson Reuters (Scientific) LLC.
(a továbbiakban mint Szolgáltató)
székhelye: 1500 Spring Garden Street Fourth Floor,
Philadelphia, PA 19130
Bankszámlaszám: 300-295-3

represented by Art Feldman, VP Finance FP&A

képviseli: Art Feldman, VP Finance FP&A

as of 24 July 2015 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.

között a 2015. július 24. napján a közbeszerzésekről
szóló 2011. évi CVIII. tv. (a továbbiakban: Kbt.)
Második rész szerinti, hirdetmény közzététele nélkül
induló, tárgyalásos közbeszerzési eljárás
eredményeként.

I. SUBJECT OF THE CONTRACT

I. A SZERZŐDÉS TÁRGYA

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.

A jelen szerződés célja, hogy előfizetést és
hozzáférést biztosítson a Szolgáltató Journal and
Highly Cited Data adatbázisához 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.

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.

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

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.

A Szolgáltató e-adatbázist 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 2015. 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 thirty (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 par 1 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).

Parties state that any case of termination can only be effected by January 1 of the following year. Provider

II. A SZERZŐDÉS IDŐBELI HATÁLYA

A szerződés a megkötésekor lép hatályba és 2015. 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 fizetésképtelenné 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 szeélyes joga szerint jogképes szervezet, 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 személyes joga szerint jogképes szervezet, amely nem felel meg a Kbt. 56. § (1) bekezdés k) pontjában meghatározott feltételeknek.

Felek rögzítik, hogy jelen szerződés rendes felmondás útján nem szüntethető meg.

is entitled to get the fair reward for his service provided prior to the termination.

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.

III. PRICE

The price for the subscription period defined in section II. is a fixed price as detailed in the winning tender: **110039 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.

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.

IV. PAYMENT CONDITIONS

Invoices shall be issued in one 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:

Parties state that the performance linked to the 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 Article 36/A of Act XCII of 2003 on the rules of taxation (hereinafter TA) and the Civil Code 6:130 (1)-(2). In case of delay in payment Provider is entitled to charge default interest and flat-rate collection costs 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

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

III. AZ ELŐFIZETÉSI DÍJ

A jelen szerződés II. pontjában meghatározott előfizetési időszakra szóló előfizetési díj a nyertes ajánlatban rögzített fix összege **110039 USD**. Az előfizetési díj nettó (az általános forgalmi adót, semmilyen vámot, díjat, vagy adót nem tartalmazó díj). A Magyarországon esedékes adókat az Előfizető viseli.

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. FIZETÉSI FELTÉTELEK

A Szolgáltató számlát egyösszegben, az Előfizető által igazolt szerződés szerű teljesítést követően USD-ben állítja ki a Thomson Reuters Általános Szerződési Feltételekben és Felhasználási Feltételekben foglaltakra is figyelemmel.

Felek a számlához kapcsolódó teljesítésnek a jelen szerződés VI. pont első bekezdésében foglalt feltétel teljesülését tekintik. Előfizető köteles a Kbt. 130. §-a alapján a szerződés szerű teljesítéstől számított 15 napon belül a teljesítési igazolást kiállítani. A számla esedékessége a számla kézhezvételétől számított 30 nap. A kifizetések során az adózás rendjéről szóló 2003. évi XCII. törvény (a továbbiakban: Art.) 36/A. §-ára, valamint a Polgári Törvénykönyv 6:130. § (1)-(2) bekezdésére figyelemmel kell eljárni. A fizetési késedelem esetén a Szolgáltató jogosult a magyar Ptk. szerinti késedelmi kamat, valamint behajtási költségátalány felszámítására.

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

A számla az Előfizető igényeinek megfelelő részletezettséggel kerül kiállításra, tartalmazza a

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 its objections in writing.

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.

The main contact person of Subscriber:
Urbán Katalin
phone: +36-1-411-6471;
e-mail: katalin.urban@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.

The Provider's primary contacts are as follows:

Customer Service: 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.

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

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:
Számlevezető 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.

Az Előfizető fő kapcsolattartója:
Urbán Katalin
tel: +36-1-411-6471;
e-mail: katalin.urban@konyvtar.mta.hu

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

A Szolgáltató fő kapcsolattartója a következő személy:

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

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

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

VI. ACCESS TERMS

Provider shall provide 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.

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

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

Subscriber may use the contracted content for its own purposes.

The Subscriber shall do his utmost to:

- 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.

VI. HOZZÁFÉRÉSI FELTÉTELEK

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.

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.

Bármilyen hozzáférési probléma megoldása a Szolgáltató kötelessége.

Az Előfizető a jelen szerződés tárgyát képező adatbázisban található elektronikus tartalmat felhasználhatja saját céljaira.

Az Előfizető köteles minden tőle telhetőt megtenni, hogy:

- az Előfizetett termékek hozzáférését és használatát a Jogosult felhasználók körére korlátozza és tájékoztassa 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 adjon ki,
- ne adjon ki jelszavakat és igazoló adatokat harmadik fél részére, valamint tájékoztassa 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.

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.

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 assistance service established between the 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 insolvency 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

Szolgáltató köteles a jelen szerződés teljesítésének teljes időtartama alatt tulajdonosi szerkezetét az 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 értelmszerűen irányadók.

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 történésnek, eseménynek vagy okok következménye, amelyek kívül esnek bármelyik fél tehetségén és képességén, illetve amelyre befolyása egyáltalán nincsen. Ilyen történésnek, eseménynek 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

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 3 (three) corresponding bilingual Hungarian and English copies, of which 1 (one) copy is left to the Provider and 2 (two) copies are left to the Subscriber.]

, 2015 Budapest,

Thomson Reuters Scientific LLC
Repr./képv.: Art Feldman VP Field & A

Provider / Szolgáltató



Appendices:

Appendix 1 : List of Authorized Users

Appendix 2: the call for offer, the public supplies' documentation and the detailed offer, and data as per the second paragraph of Clause VI herein,

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

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 érvénytelené válna, úgy e körülmény az érvényes részeket nem érinti. Az érvénytelen részt úgy kell értelmezni, ahogyan az a szerződéskötő felek eredeti akarata 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 3 (három), egymással mindenben megegyező magyar és angol nyelvű példányban készült, amelyből 1 (egy) példány a Szolgáltatónál, 2 (kettő) példány pedig az Előfizetőnél marad.

Budapest, 2015. július 24.

Library and Information Centre of the Hungarian Academy of Sciences / MTA Könyvtár és Információs Központ

Repr./képv.: Prof. István Monok DSc.

Subscriber / Előfizető



Mellékletek:

1. sz. melléklet: Jogosult Felhasználók listája
2. sz. melléklet: ajánlattételi felhívás, a közbeszerzési dokumentáció és a részletes ajánlat, valamint a jelen szerződés VI. fejezet második bekezdése szerinti adatok
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:

Semmelweis University	Semmelweis Egyetem
University of Debrecen	Debreceni Egyetem
Library and Information Centre of Hungarian Academy of Sciences	Magyar Tudományos Akadémia Könyvtár és Információs Központ
University of Szeged	Szegedi Tudományegyetem
University of Pécs	Pécsi Tudományegyetem
Corvinus University in Budapest	Budapesti Corvinus Egyetem
Szent István University	Szent István Egyetem
University of Physical Education	Testnevelési Egyetem
Pannon Egyetem	Pannon University





THOMSON REUTERS

INTELLECTUAL PROPERTY & SCIENCE AMENDMENT COVER SHEET

PARTIES

(1)	THOMSON REUTERS
Entity Name	THOMSON REUTERS (SCIENTIFIC) LLC ("TR")
Address	1500 Spring Garden Street Fourth Floor Philadelphia, Pennsylvania 19130 USA
Jurisdiction of Incorporation	A limited liability company formed under the laws of the State of Delaware

(2)	CLIENT
Full Name	LIBRARY AND INFORMATION CENTRE OF THE HUNGARIAN ACADEMY OF SCIENCES ("CLIENT")
Address	ARANY JANOS U 1 BUDAPEST, BUDAPEST 1051 HUNGARY
Jurisdiction Of Incorporation	HUNGARY
Registration Number	

ORIGINAL AGREEMENT: An agreement entered into between the parties dated August 05, 2011.

AMENDMENT:

In consideration of the mutual promises set out in this Cover Sheet, the parties agree to amend the Original Agreement as follows:

- To add access to Incites Journal and Highly Cited Data for the January 1, 2015 to Decemebr 31, 2015 and to set forth the Fees for the same.

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.

This Cover Sheet shall take effect on the date of Client's signature, such date being the "Effective Date" of this Amendment.

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)	License		Term	Delivery Method	Host	Contract Year 1 Fees
	# of End Users/ License Level	Type of License				
INCITES JOURNAL AND HIGHLY CITED DATA	Site	Limited License	January 01, 2015 to December 31, 2015	Internet	TR	\$ 110,039.00
Total Fees added with this Amendment						\$110,039.00
Currency						USD
Frequency of Payment						Annual
Advance/Arrears						Adv



Authorised Sites

- Hungarian Academy of Sciences Semmelweis
- University, Budapest
- University of Debrecen
- University of Pecs
- Budapest University of Technology and Economics
- Obuda University (Budapest Tech Politechnical Institution)
- Szent István University, Gödöllő
- University of Szeged
- Pannon University

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

This Amendment is binding when countersigned by Client provided that Client has not made any changes to this Amendment. If Client modifies this Amendment, this Amendment shall be null and void.

This Amendment is only valid if signed and returned to TR on or before the date which is within ninety (90) days of TR's signature of the Amendment. TR may, at its sole discretion, accept the Amendment if signed by Client after such date but is under no obligation to do so. If this Amendment is signed after the above-mentioned date, no legally binding agreement shall come into existence unless and until this Amendment is accepted by TR.

THOMSON REUTERS (SCIENTIFIC) LLC

BY:

NAME

Printed:

ART FELDMAN

TITLE:

VP, FINANCE

DATE:

08-04-2015



LIBRARY AND INFORMATION CENTRE OF THE HUNGARIAN ACADEMY OF SCIENCES

BY:

NAME

Printed:

HOLL ANDRÁS

TITLE:

DEPUTY DIRECTOR

DATE:

2015.07.24.





THE IP & SCIENCE DIVISION OF THOMSON REUTERS
STANDARD TERMS AND CONDITIONS (VERSION 1.6) (US Law)

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, the following capitalized terms have the following meanings:

"Affiliate" means in relation to a Party, any entity that from time to time, directly or indirectly Controls, is Controlled by, or is under common Control with that Party;

"Agreement" means the agreement created between the Parties incorporating these Terms and Conditions, the Cover Sheet entered into by the Parties and any other documents expressly referenced herein;

"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 incorporating these Terms and Conditions and if applicable, any SOWs attached to the Cover Sheet;

"Fees" means the fees payable by Client as 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 or Software, each as defined in the applicable Schedule;

"Service" means any service, including a Professional Service, a Support Service, a maintenance, support or training service to be provided by TR under this Agreement;

"SOW" has the meaning given in the Professional Services Schedule;

"Term" means, in relation to a Product or Service, the Term set out on the Cover Sheet;

"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 then 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 Effective Date set out on the Cover Sheet and continue (unless lawfully terminated) until the Term of all Products and Services under it has expired.

2.2. Without prejudice to its other rights and remedies, either Party may terminate this Agreement if the other Party is in material breach of this Agreement, or may terminate any Product or Service if the other party is in material breach of its obligations in relation to that particular Product or Service (as applicable), in any such case with immediate effect by written notice to the other if 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.

2.3. 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.

2.4. 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.

2.5. UPON TERMINATION OR CANCELLATION UNDER CLAUSE 2.3 OR 2.4 RESPECTIVELY, IF CLIENT HAS PRE-PAID AN FEES FOR THE RECEIPT OF THE PRODUCT OR SERVICE IN RESPECT OF ANY PERIOD FOLLOWING THE TERMINATION OR CANCELLATION DATE, TR'S SOLE LIABILITY TO CLIENT IN RESPECT OF SUCH TERMINATION OR CANCELLATION SHALL BE TO REFUND THE FEES ALLOCABLE TO THAT PRODUCT OR SERVICE FOR THE PERIOD FOLLOWING THE TERMINATION OR CANCELLATION DATE.

2.6. Without prejudice to its other rights and remedies, TR may suspend the provision of any Product or Service 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"), 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.
- 3.2. Upon termination of a license pursuant to the terms herein, Client shall:
 - 3.2.1. immediately cease access to and use of all relevant TR Confidential Information and Products; and
 - 3.2.2. within thirty (30) days, cause all End Users to erase or destroy all copies (in all formats and all media) of such TR Confidential Information and 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 3.2.
- 3.3. Upon cancellation of a Product or Service, the provisions of clauses 3.1 and 3.2 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).
- 3.4. Clauses 1, 2.5, 3, 5, 6, 7, 8, 9 and 12 will survive termination or expiration of this Agreement for any reason.
- 3.5. 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. All warranties, conditions and terms implied by statute or common law, including warranties as to merchantability, satisfactory quality and fitness for a particular purpose, are excluded to the maximum extent permitted by law. TR does not warrant that any Product will be delivered free of interruptions, delays, omissions or errors, or that all errors will be corrected.

5. EXCLUSION AND LIMITATION OF LIABILITY

- 5.1. NEITHER PARTY WILL BE LIABLE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR:
 - 5.1.1. LOSS OF PROFITS, BUSINESS, OPPORTUNITY, REPUTATION OR ANTICIPATED SAVINGS;
 - 5.1.2. CORRUPTION, ALTERATION, DAMAGE, LOSS OR MISTRANSMISSION (AS APPLICABLE) OF CLIENT'S OR ANY THIRD PARTY'S DATA, SOFTWARE, HARDWARE OR SYSTEMS;
 - 5.1.3. LOSS OR DAMAGE RESULTING FROM THE INADEQUACY OF SECURITY OF DATA DURING TRANSMISSION VIA PUBLIC ELECTRONIC COMMUNICATIONS NETWORKS OR FACILITIES, IN EACH CASE WHETHER DIRECT OR INDIRECT; OR
 - 5.1.4. ANY OTHER INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWEVER SUCH INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE MAY ARISE EVEN

IF SUCH PARTY OR ANY OF ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES.

- 5.2. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY OR ITS AFFILIATES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED, IN ANY 12 MONTH PERIOD, THE FEES PAID OR PAYABLE BY CLIENT UNDER THIS AGREEMENT FOR THE APPLICABLE PRODUCT OR SERVICE DURING SUCH 12-MONTH PERIOD.
- 5.3. Clauses 5.1 and 5.2 shall not apply in relation to: (i) each Party's obligation to indemnify the other Party under this Agreement; (ii) Client's payment obligations; (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; (iv) death or personal injury resulting from a Party's negligence; (v) fraud, fraudulent misrepresentation or deceit; (vi) if applicable breach of the obligations arising from Section 12 of the Sale of Goods Act 1979; or (vii) any other liability that cannot be excluded or limited under applicable laws. Notwithstanding Clause 5.3 (above), in the event TR's indemnity obligation in clause 7.1. arises from information, technology, software or content that TR obtained from a Third Party Supplier, TR's monetary liability to Client will be limited to the amount TR recovers from the relevant Third Party Supplier, divided by the number of other actual or potential claims by TR's customers (including Client) against TR arising from such information, technology, software or content.
- 5.4. Client's Affiliates shall not have any rights to enforce any provisions of this Agreement. Claims against TR, TR's Affiliate and its Third Party Suppliers shall be made by Client only, whether on Client's own behalf or as agent and trustee for its Affiliates, provided that all such claims shall always be deemed to be made cumulatively by Client (and not by several persons) and shall be subject to clauses 5.1, 5.2 and 5.3 accordingly.

6. CONFIDENTIAL INFORMATION

- 6.1. Each Party (the "Receiving Party") shall keep any Confidential Information received from or belonging to the other or its Affiliate (the "Disclosing Party") secret and shall not:
 - 6.1.1. disclose such Confidential Information to anyone except those of its employees, suppliers, contractors or agent 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 employee, 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 legal 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 Client's use of the Products in accordance with the terms of this Agreement infringes third party Intellectual Property Rights.

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 in relation to its use of a Product in accordance with the terms of this Agreement, 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. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, 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 INTELLECTUAL PROPERTY 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 other costs and expenses, including travel, reasonably incurred by TR in performing the Services 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. Client will also pay all applicable taxes and duties (including withholding taxes, but excluding income taxes imposed on TR). Client will provide to TR written evidence of any withholding tax

paid by Client or any tax exemption on which Client wishes to rely.

8.4. Unless otherwise set out in this Agreement, the Fees shall be effective throughout the Term set out on the Cover Sheet.

8.5. 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 value derived or scope of use within the terms of the applicable license.

8.6. 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. INTELLECTUAL PROPERTY

Client acknowledges that all Intellectual Property Rights in the Products and Services are owned by TR or its Third Party Suppliers. TR expressly reserves its Intellectual Property Rights and except as expressly set out in this Agreement, TR neither assigns any Intellectual Property Rights nor grants any license or rights in respect of a Product or Service to Client.

10. EXPORT CONTROL

Client will neither obtain, retain or use any Product or Service nor provide access to any Product or Service to an Affiliate or any third party in a manner that may breach Trade Controls Laws. Client warrants that neither it nor any of its Affiliates that may obtain access to a Product or Services through Client, is a specially designated or sanctioned party under any Trade Controls Laws. For purposes of this Agreement, "Trade Controls Laws" means the export controls and economic sanctions laws of any jurisdiction, including those of the United States of America and the European Union and its Member States.

11. DATA PRIVACY AND DATA SECURITY

The Parties will at all times process Client Personal Data in accordance with applicable laws and regulations governing the processing of Personal Data. Client shall ensure that any Client Personal Data that it discloses to TR (including when it uploads such Client Personal Data into a Product hosted by TR) is disclosed in accordance with the laws and regulations applicable to Client. The Parties shall use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to alleged unauthorized access, use, processing or disclosure of Client Personal Data. Each Party will use (and will require its third parties that it engages to use) appropriate physical, technical and organizational measures to protect Client Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access. For the purposes of this Agreement, "Personal Data" means any information that, alone or in combination with other information, can be used to identify, locate or contact an individual, including a name, email address, physical address, telephone number or publication authored by an identifiable individual, and "Client Personal Data" means the Personal Data provided to TR for the purpose of providing Products and/or Services to Client.



12. GENERAL

- 12.1. 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.
- 12.2. 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 12.6.
- 12.3. 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 12.3 shall be null and void.
- 12.4. 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.
- 12.5. 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 12.5 shall not be construed as excluding either Party's liability in respect of any fraudulent statements.

- 12.6. Any amendment to this Agreement shall only be effective if in writing and executed by a duly authorized representative of each Party.
- 12.7. 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.
- 12.8. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware without regard to its principles governing conflicts of law.
- 12.9. Each Party intends that TR's Affiliates and Third Party Supplier shall be third party beneficiaries of this Agreement and, therefore, entitled to enforce this Agreement as if an original party hereto. There shall be no other third party beneficiaries.
- 12.10. This Agreement may be executed via electronic transmission. The parties may exchange signed copies of the Agreement by facsimile, e-mail or other electronic means and such signed copies shall be legally binding.

CONTENT SERVICES SCHEDULE

TERMS AND CONDITIONS APPLICABLE TO CONTENT SERVICES PRODUCTS

The terms of this Content Services Schedule apply, in addition to the General 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 a Custom Dataset), 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;

"Custom Dataset" 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.

"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; and

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 Client's internal purposes;
 - 2.2.2. distribute insubstantial portions of Content both within Client's organization and to third parties, provided such Content is not being used for a commercial purpose; and
 - 2.2.3. distribute limited, specifically relevant portions of Content for interactions with (i) 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; (ii) government regulatory agencies; or (iii) funding agencies, in each case in connection with Client's products or services.



- 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 if practicable, shall 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 prior written consent of Thomson Reuters."
- 2.4. For the purpose of clause 2.2.2, 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. (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;
 - 3.1.3. 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;
 - 3.1.4. use "web crawlers" or other types of software or hardware technology to automatically download or index Content from any Content Service;
 - 3.1.5. disclose the Login Details to any other person (including other End Users or other members of Client's organization) or allow any other person to access a Content Service (whether on an End User's behalf or otherwise);
 - 3.1.6. (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; or
 - 3.1.7. 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 rights of privacy and publicity) of others.
 - 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 (including opinions) for general information purposes only and does not provide legal, financial, medical or other professional advice. Some Content Services may contain the opinions of third parties, and TR and its Affiliates are not responsible for such opinions. Likewise, TR is not responsible for any damages

resulting from any decisions of Client, or any other party accessing a Content Service through Client, that are made in reliance on the Content Service. Client agrees that it uses the Content Service at its own risk in these respects.

- 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 Client Materials which Client requires TR to host and/or make accessible for use by End Users through the Content Services.

4. PROVISION OF ACCESS TO THE CONTENT SERVICES

- 4.1. If TR hosts the relevant Content Service, TR:
 - 4.1.1. 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;
 - 4.1.2. 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
 - 4.1.3. shall use commercially reasonable endeavors to: (i) maintain server capacity and 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 maintenance, network upgrades or other work related to the host site; and (iii) restore access to the Content Service in the event of an unscheduled interruption or suspension of service.
- 4.2. 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.
- 4.3. 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 from time to time in writing.
5. **THIRD PARTY CONTENT**
 - 5.1. Client acknowledges it may receive access to content that originates from a source other than TR ("Third Party Content") through the Content Services. Use of such Third Party Content shall be subject to the terms and conditions posted at <http://ip-science.thomsonreuters.com/terms-of-business/> in addition to the terms and conditions of this Content Services Schedule.
 - 5.2. 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.
 - 5.3. 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.
 - 5.4. 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, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS.

clause. Use of the Custom Dataset may also be limited to a specific project if so designated on the Cover Sheet.

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
Book Citation Index
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. DELIVERY OF A CUSTOM DATASET

TR will provide the Custom Dataset to Client in the format that is indicated on the Cover Sheet.

6 INSTITUTIONAL REPOSITORY LICENSE

- 6.1 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).
6.2 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.

SUPPLEMENTAL TERMS AND CONDITIONS APPLICABLE TO A CUSTOM DATASET:

7. OTHER PERMITTED USES OF A CUSTOM DATASET

With respect to any license of a Custom Dataset, Client may use such Custom Dataset 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 Custom Dataset for use in data analytics, and proprietary or third party tools; (ii) use "web crawlers" to extract patterns from the Custom Dataset; and (iii) create derivative databases consisting of the above-mentioned analytics; provided, however, that all Intellectual Property Rights to such Custom Dataset 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 Custom Dataset, and Client may not distribute or sublicense to any third party any portion of the Custom Dataset or derivative databases created under this

Received
Date: 8-11-15
Initials: JJ
Reviewed
Date:
Initials: