

**A PROQUEST CENTRAL, PROQUEST SCITECH PREMIUM COLLECTION, PROQUEST ACADEMIC COMPLETE, PROQUEST ONE ACADEMIC, PROQUEST – EARLY ENGLISH BOOKS ONLINE, PROQUEST ONE LITERATURE, PROQUEST ART DESIGN AND ARCHITECTURE COLLECTION, SCIENCE AND TECHNOLOGY EBOOK SUBSCRIPTION ÉS ULRICH'S WEB ONLINE ADATBÁZISOKHOZ VALÓ HOZZÁFÉRÉSRE IRÁNYULÓ SZERZŐDÉS**

**SERVICE AND SUPPLY CONTRACT FOR PROQUEST CENTRAL, PROQUEST SCITECH PREMIUM COLLECTION, PROQUEST ACADEMIC COMPLETE, PROQUEST ONE ACADEMIC, PROQUEST – EARLY ENGLISH BOOKS ONLINE (EEBO), PROQUEST ONE LITERATURE, PROQUEST ART DESIGN AND ARCHITECTURE COLLECTION, SCIENCE AND TECHNOLOGY EBOOK SUBSCRIPTION ONLINE AND ULRICH'S WEB DATABASES**

A jelen megállapodás létrejött az

**MTA Könyvtár és Információs Központ**  
(továbbiakban mint Előfizető)  
székhelye: 1051 Budapest, Arany János u. 1.  
Adószám: 15300289-2-41  
Bankszámlaszám: 10032000-01447217-00000000  
képviselet: Prof. Monok István DSc

This agreement is entered between the

**Library and Information Centre of the Hungarian Academy of Sciences** (hereinafter referred to as Subscriber),  
seated at 1. Arany János u. Budapest, 1051  
Tax number: 15300289-2-41  
Bank Account No.: 10032000-01447217-00000000  
represented by Prof. István Monok DSc

és

and

a **ProQuest LLC**,  
(a továbbiakban, mint Szolgáltató)  
székhelye: MI-48106 Ann Arbor E. Eisenhower Parkway 789  
adószám: 39-2053855  
Bankszámlaszám: Bank of America, Rockville, MD 20852, ABA routing no. 026009593  
képviselet: Tim McGee

**ProQuest LLC**,  
(hereinafter referred to as Provider)  
seated at: MI-48106 Ann Arbor E. Eisenhower Parkway 789  
Tax number: 39-2053855  
Bank Account No.: Bank of America, Rockville, MD 20852, ABA routing no. 026009593  
represented by: Tim McGee

között a közbeszerzésekről szóló 2015. évi CXLI. törvény (a továbbiakban: Kbt.) Második Része szerinti, hirdetmény nélküli tárgyalásos közbeszerzési eljárás eredményeként.

according to the tender of a negotiated procedure without prior publication of a contract notice in the case of Act CXLI of 2015 on Public Procurement Chapter Two.

## **PREAMBULUM**

Az Elektronikus Információs szolgáltatás Nemzeti Program finanszírozásával és működtetésével kapcsolatos feladatokról szóló 1079/2012. (III. 28.) Korm. határozatban a Kormány felkérte a Magyar Tudományos Akadémiát (a továbbiakban: MTA), hogy az irányítása alatt álló köztestületi költségvetési szerv, az MTA Könyvtár és Információs Központ közreműködésével lássa el az Elektronikus Információs szolgáltatás Nemzeti Program

## **PREAMBLE**

The Government indicated the Hungarian Academy of Sciences (hereinafter MTA) in Government Decision 1079/2012. (III. 28.) on financing and operation of related tasks of the Electronic Information Service National Program to attend the operation of related tasks of the Electronic Information Service National Program under the control of his public bodies corporate budget, with the involvement of the Library and Information

működtetésével kapcsolatos feladatokat. Jelen szerződés megkötésére az Elektronikus Információs Szolgáltatás Nemzeti Program keretében kerül sor a résztvevő tagintézmények, mint előfizetői kör nevében és javára.

Centre of the Hungarian Academy of Sciences. This agreement is entered by the Electronic Information Service National Programme in the name and on behalf of the consortium member institutions.

## I. A SZERZŐDÉS TÁRGYA

A jelen szerződés célja, hogy előfizetést és hozzáférést biztosítson a ProQuest adatbázisokhoz, amelyek a Szolgáltató integrált elektronikus adatbázisai a szerződés 2. számú mellékletében meghatározott Jogosult Felhasználók számára.

A Közbeszerzési Eljárás során keletkezett dokumentumok a jelen szerződéssel együttesen értelmezendők, és alkalmazandók függetlenül attól, hogy azok fizikailag a jelen szerződés mellékletét képezik-e. A Közbeszerzési eljárás során keletkezett dokumentumok alatt a következőket kell érteni:

- Szolgáltató ajánlata;
- a Kbt. 3. § 21. pontja szerinti közbeszerzési dokumentumok,
- license szerződése

A fenti dokumentumok közötti, ugyanazon kérdésre vonatkozó bármely eltérés, ellentmondás, értelmezési nehézség esetén a dokumentumok hierarchiája a következő: jelen szerződés, a közbeszerzési dokumentumok, Szolgáltató ajánlata, Szolgáltató licenc szerződése (adott esetben).

Felek kifejezetten megállapodnak abban, hogy amennyiben Szolgáltató licenc-szerződést kíván alkalmazni a jelen szerződés teljesítésével összefüggésben, úgy a licenc szerződése kizárólag annyiban képezi a Felek közti megállapodás tárgyát, amennyiben az nem ellentétes a jelen szerződés bármely rendelkezésével, továbbá a Felek a Ptk. 6:63. § (5) bekezdésében foglaltaktól eltérően kijelentik, hogy a közöttük létrejött megállapodás kizárólag a jelen szerződésben foglaltakra, a Közbeszerzési eljárás során keletkezett dokumentumokban foglaltakra, valamint adott esetben Szolgáltató licenc szerződésében foglaltakra terjed ki, annak nem képezi részét a

## I. SUBJECT OF THE CONTRACT

The purpose of this contract is the subscription and access to ProQuest electronic databases of the Provider for members of the Authorized Users specified in Appendix 2.

All documents created in the course of this Public Procurement Procedure shall be construed jointly with this Agreement, and shall be applicable irrespective of being attached as an Appendix to this Agreement or not. Documents created during the Public Procurement Procedure shall mean the following:

- tender of Provider;
- public procurement documents pursuant to PPA § 3 (21);
- License Agreement

In the event of any differences or discrepancies relating to the same issue the order of priority of documents to clarify construction shall be as follows: this Agreement, public procurement documents, Provider's Tender, Provider's Licence Agreement (if applicable),

Parties expressly agree that if Provider intends to apply a Licence Agreement relating to the performance of this Agreement, such Licence Agreement shall only be part of this Agreement as long as it is not in contradiction with any of the provisions of this Agreement, and Parties state by derogation of CC § 6:63 (5) that their agreement shall exclusively include the provisions of this Agreement, the documents of this Public Procurement Procedure, and Provider's Licence Agreement if applicable; it shall not include any formerly established custom, usage or practice between the Parties, nor shall it include any established practice or custom which would be

Felek között korábban kialakult szokás, gyakorlat, illetve a jelen szerződés tárgya szerinti üzletágban a hasonló jellegű szerződés alanyai által széles körben ismert és rendszeresen alkalmazott szokás.

considered generally applicable and widely known in the given sector by parties to similar contracts.

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.

The Provider supplies e-database and provides online access for the Authorized Users during the term stated in section II of this agreement. The Provider also provides usage statistics data and technical support.

## II. A SZERZŐDÉS IDŐBELI HATÁLYA

A szerződés a megkötésekor lép hatályba és 2026. december 31. napjáig tartó határozott időre jön létre, és az előfizetett termék teljes és naprakész hozzáférése vonatkozik a 2026. év tekintetében. A határozott idő lejárta előtt a szerződés rendes felmondással nem szüntethető meg. A szerződés csak a másik félhez intézett, egyoldalú írásbeli nyilatkozattal szüntethető meg. Rendkívüli felmondással szüntethető meg a szerződés, amennyiben a másik fél a jogviszonyból származó lényeges kötelezettségét szándékosan vagy súlyos gondatlansággal jelentős mértékben megszegi.

## 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 2026 and regards the access to the complete and updated content of subscribed products in year 2026. The contract shall not be terminated by ordinary notice prior to the expiry of the limited period defined hereunder. Any termination of the contract shall be effected in writing. In case of any material breach of the contract with malice or gross negligence, the other Party may terminate the contract with instant termination.

Ilyen súlyos szerződésszegés lehet az alábbi:

- Felek valamelyike ellen csőd-, vagy felszámolási eljárás indult, vagy egyébként fizetéképtelenné vált, kivéve, ha jogszabály ettől eltérően rendelkezik;
- Előfizető írásbeli felszólítás ellenére sem fizeti meg a szolgáltatási díjat, annak esedékességét követő 90 napon belül;
- Szolgáltató 30 napon túl nem képes folyamatos szolgáltatást nyújtani;

Material breaches of the contract are especially the following:

- in case of bankruptcy, liquidation or insolvency of any of the Parties—except for cases specified by related law;
- in case of defaulting on subscription fees by Subscriber within 90 days subsequent to due payment date despite of any notice in writing;
- in case of 30 days long insufficient service of the Provider.

Előfizető a Kbt. 143. § (3) bekezdése alapján jogosult és egyben köteles a jelen szerződést felmondani, ha Szolgáltatóban közvetlenül vagy közvetetten 25%-ot meghaladó tulajdoni részesedést szerez valamely olyan jogi személy vagy személyes joga szerint jogképes szervezet, amely tekintetében fennáll a Kbt. 62. § (1) bekezdés k) pont kb) alpontjában meghatározott feltétel, vagy ha Szolgáltató közvetetten vagy közvetlenül 25%-ot meghaladó tulajdoni részesedést szerez valamely olyan jogi személyben vagy személyes joga szerint jogképes

Subject to PPA § 143 (3) the Subscriber shall be entitled to and at the same time shall be bound to terminate the contract if any legal person or any organisation having legal capacity under its personal law falling under the provision laid down in PPA § 62 (1) k) sub-point kb) acquires directly or indirectly a share exceeding 25% in the Provider, or the Provider acquires directly or indirectly a share exceeding 25% in any legal person or any organisation having legal capacity under its

szervezetben, amely tekintetében fennáll a Kbt. 62. § (1) bekezdés k) pont kb) alpontjában meghatározott feltétel.

personal law falling under the provision laid down in PPA § 62 (1) k) sub-point kb).

Előfizető a Kbt. 79. § (4) bekezdésében meghatározott esetben jogosult a jelen szerződéstől eufállni, illetve amennyiben a teljesítés megkezdése miatt az eredeti állapot nem állítható helyre, a jelen szerződést azonnali hatállyal felmondani.

Subscriber is entitled to rescind the contract under PPA § 79 (4), however if the original position cannot be restored due to the commencement of performance, it may terminate this Agreement with immediate effect.

Előfizető a Kbt. 143. § (1) bekezdése szerinti esetekben jogosult, a Kbt. 143. § (2) bekezdése esetén köteles a jelen szerződést felmondani, vagy – a Ptk.-ban foglaltak szerint – a jelen szerződéstől eufállni.

Subscriber is entitled to terminate this Agreement in cases under PPA § 143 (1) and is bound to terminate in case under PPA § 143 (2) or rescind it pursuant to the Civil Code.

### III. AZ ELŐFIZETÉSI DÍJ

### III. SUBSCRIPTION FEES

A jelen szerződés II. pontjában meghatározott előfizetési időszakra szóló előfizetési díj a nyertes ajánlatban rögzített összeg: **316 900 USD**, a jelen szerződés 1. számú mellékletében részletezve. Az előfizetési díj nettó, általános forgalmi adót nem tartalmazó díj. A Magyarországon esedékes adókat az Előfizető viseli.

The Licence Fee for the subscription period defined in Clause II is a fixed price as detailed in the winning tender: **316 900 USD** as set out in Appendix 1. The subscription price does not include VAT. Any applicable Hungarian taxes shall be borne by the Subscriber.

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 az itt megadott díjon felül jelen szerződés teljesítésével összefüggésben semmilyen további díjat, költséget nem jogosult Előfizető felé érvényesíteni.

Parties state that the price determined in Clause III includes all services for the Subscriber by the Provider as well as all expenses and benefits of the Provider. So the Provider shall not be entitled to endorse any fees or charges related to the contract over the price determined in Clause III.

### IV. FIZETÉSI FELTÉTELEK

### IV. PAYMENT CONDITIONS

A Szolgáltató a számlát az Előfizető által igazolt szerződésszerű teljesítést követően egy összegben, USD-ben állítja ki.

Invoice shall be issued in USD in one amount by Provider following the contractual performance acknowledged by Subscriber.

Felek a szerződés VI. pont első bekezdésében foglalt feltétel teljesülését tekintik. Előfizető köteles a Kbt. 135. § (1) bekezdése alapján a szerződésszerű teljesítéstől számított 8 napon belül a teljesítési igazolást kiállítani. A számla esedékessége a számla kézhezvételétől számított 30 nap. A kifizetések során a Polgári Törvénykönyv 6:130. § (1)-(2) bekezdésére figyelemmel kell eljárni. A fizetési

Parties state that the performance is contractual as the term in Clause VI. para 1 is realized. Subscriber shall make a written declaration on acknowledgement of the contractual performance of the contract (certification of performance) within 8 days from the date of the performance according to PPA § 135 (1). The invoice is due not later than 30 days from the date of the receipt of the invoice. The

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

contracting authority shall make payment according to Section 6:130 (1)-(2) of the Civil Code. In case of default in payment Provider is entitled to charge default interest according to the Hungarian Civil Code.

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

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

A számla az Előfizető igényeinek megfelelő részletezettséggel kerül kiállításra, tartalmazza a megrendelt szolgáltatás pontos megjelölését a szolgáltatás verziójára és a hozzáférés módjára vonatkozó információkat (pl. egyedi / hálózati hozzáférés, hozzáférések száma) valamint a hozzáférés érvényességi idejét. Amennyiben a számla nem megfelelően kerül kiállításra, úgy Előfizetőnek 15 napja van írásban jelezni a kifogásait.

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

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

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

A Szolgáltató bankszámlája a következő:  
Számíavezető bank neve: Bank of America, Rockville,  
MD 20852, ABA routing no. 026009593  
A bankszámla száma: 446011658131  
Swift kód: BOFAUS3N

The Provider's bank account is as follows:  
Bank name: Bank of America, Rockville, Rockville,  
MD 20852, ABA routing no. 026009593  
Bank Account No.: 446011658131  
Swift Code: BOFAUS3N

## V. A SZERZŐDÉS VÉGREHAJTÁSA

## V. PERFORMANCE

A Szolgáltató az általánosanál nagyobb figyelmet köteles fordítani az Előfizető igényeinek kezelésére, illetve köteles biztosítani az Előfizető részére – a szokásos üzletmenetben elvárható technikai és más lehetőségekhez képest – az optimális követelmények érvényesülését.

The Provider shall take utmost care of the handling of the orders of the Subscriber and ensure that the requirements of the Subscriber are met at an optimum within the technical and other possibilities customary in the subscription management business.

Az Előfizető fő kapcsolattartója:  
név: Gaálné Kalydy Dóra, általános főigazgató-helyettes  
tel. +36-1-4116292  
e-mail: kalydy.dora@konyvtar.mta.hu

Subscriber's main contact person is as follows:  
name: Dóra Gaálné Kalydy, deputy director general  
tel. +36-1-4116292  
e-mail: kalydy.dora@konyvtar.mta.hu

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

The Provider herewith undertakes to instruct its employees in all necessary processes and steps so as to assure a smooth execution.

A Szolgáltató fő kapcsolattartója a következő:

Provider's primary contact is as follows:

Név: Czeglédi Éva  
Tel.: +36 30 343 5549  
e-mail: eva.czegledi@clarivate.com

Name: Éva Czeglédi  
Tel.: +36 30 343 5549  
e-mail: eva.czegledi@clarivate.com

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

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

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

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

Felek kötelesek egymást haladéktalanul tájékoztatni minden olyan körülményről, mely a szerződés teljesítését érinti. Felek az értesítés elmulasztásából vagy késedelmes teljesítéséből eredő kárért teljes felelősséggel tartoznak.

In the case of any conditions related to the performance, the contracting parties shall inform one another without delay. Parties are fully liable for damage caused due to lack of communication or late performance.

## VI. HOZZÁFÉRÉSI FELTÉTELEK

## VI. TERMS OF ACCESS

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.

Provider shall provide access related to Clause I within 7 days following the subscription of this contract so that within this period Provider provides full access to the content of its database without any restrictions for the Authorized Users.

Az Előfizetett termékekhez való hozzáférés az Előfizető által a megadott Internet Protocol (IP) címeken történik. Az azonosítás Shibboleth azonosítás útján is történhet, melyhez az azonosítási adatokat Magyarországon a NIIF (Nemzeti Infrastruktúra Fejlesztési Intézet) deklarálja. Az NIIF vezette konföderáció hivatalos neve HREF (Hungarian Research and Education Federation = Magyar Kutatási és Felsőoktatási Föderáció).

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. Identification may be done by way of Shibboleth identification, identification data for which are declared by the NIIF (National Information Infrastructure Development Institute) in Hungary. The official name of the confederation headed by the NIIF is HREF (Hungarian Research and Education Federation).

Bármilyen hozzáférési probléma megoldása a Szolgáltató kötelessége.

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

Az Előfizető köteles minden tőle telhetőt megtenni, Subscriber shall do his utmost to:  
 hogy:

- az Előfizetett termékek hozzáférését és használatát a Jogosult felhasználók körére korlátozza és tájékoztatja a Jogosult felhasználókat a jelen Szerződésben foglalt felhasználási korlátozásokról és azok betartásának szükségességéről;
- az Előfizetett szolgáltatásokhoz való hozzáféréshez szükséges jelszavakat és igazoló adatokat kizárólag Jogosult felhasználók részére adjon ki, ne adjon ki jelszavakat és igazoló adatokat harmadik fél részére, valamint tájékoztatja a Jogosult felhasználókat, hogy ne adjanak ki jelszavakat és igazoló adatokat harmadik fél részére;
- amint tudomást szerzett bármiféle jogosulatlan felhasználásról értesítse a Szolgáltatót és tegye meg a szükséges lépéseket, hogy megszakítsa ezt a tevékenységet, és hogy megakadályozza az ilyen esetek ismételt előfordulását.
- 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;
- 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. ZÁRÓ RENDELKEZÉSEK

A jelen szerződés kizárólag a Kbt. 141. §-ban foglaltak figyelembevételre esetén, írásban módosítható.

Szolgáltató a Kbt. 136 § (1) bekezdés a) pontjában foglaltakra figyelemmel kijelenti, hogy nem fizet illetve számol el a jelen szerződés teljesítésével összefüggésben olyan költségeket, amelyek a Kbt. 62. § (1) bekezdés k) pont ka)-kb) alpontja szerinti feltételeknek nem megfelelő társaság tekintetében merülnek fel, és melyek a Szolgáltató adóköteles jövedelmének csökkentésére alkalmasak.

Szolgáltató köteles a jelen szerződés teljesítésének teljes időtartama alatt tulajdonosi szerkezetét az Előfizető számára megismerhetővé tenni. Szolgáltató – a megismerhetővé tételre vonatkozó kötelezettsége mellett – a jelen Szerződés időtartama alatt írásban köteles tájékoztatni Előfizetőt minden, a tulajdonosi szerkezetében bekövetkezett változásról, a megváltozott és az új

## VII. FINAL STIPULATIONS

This contract may be amended solely in writing according to PPA 141 §

Provider states in respect of PPA § 136 (1) a) that it shall not pay or account for costs incurred related to the performance of this Agreement which have arisen with regard to an entity not meeting the requirements set out in PPA § 62 (1) k) sub-points ka)-kb), and which may reduce Provider's taxable income.

The Provider is obliged to disclose its structure of ownership to the Subscriber during the full period of performance of this contract. Beside its disclosure obligation the Provider shall notify the Subscriber without delay of any changes related to its structure of ownership, indicating the former and latter data and their validity.

adatok, valamint a változás hatályának megjelölésével.

Szolgáltató a jelen szerződés teljesítésének teljes időtartama alatt haladéktalanul írásban köteles Előfizetőt értesíteni a Kbt. 143. § (3) bekezdésében megjelölt ügyletekről.

A külföldi adóilletőségű Szolgáltató a jelen szerződés aláírásával meghatalmazást ad arra vonatkozóan, hogy az illetősége szerinti adóhatóságtól a magyar adóhatóság közvetlenül beszerezhet a Szolgáltatóra vonatkozó adatokat az országok közötti jogsegély igénybevétele nélkül, figyelemmel a Kbt. 136. § (2) bekezdésében foglaltakra.

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 késedeelmes, vagy nem teljesítése miatt jelentkezik, feltéve hogy a késedelem vagy nem teljesítés részben vagy egészben olyan történések, események vagy okok következménye, amelyek kívül esnek bármelyik fél tehetségén és képességén, illetve amelyekre befolyása egyáltalán nincsen. Ilyen történések, események vagy oknak minősül különösen bármilyen sztrájk, munkajogvita miatti szünet, lázadás, háború, földrengés, tűz és robbanás, de a fizetéseképtelenség kifejezetten nem ilyen oknak minősül.

Szolgáltató kijelenti, hogy a szerződés teljesítéséhez nem vesz igénybe a közbeszerzési eljárásban előírt kizáró okok hatálya alatt álló alvállalkozót.

Előfizető felhívja Szolgáltató figyelmét, hogy az államháztartásról szóló 2011. évi CXCV. törvény (továbbiakban: Áht) 41. § (6) bekezdése értelmében a kiadási előirányzatok terhére nem köthető olyan jogi személlyel, jogi személyiséggel nem rendelkező szervezettel érvényesen visszerthes szerződés, illetve létrejött ilyen szerződés alapján nem teljesíthető kifizetés, amely szervezet nem minősül átlátható szervezetnek. A kötelezettséget vállaló ezen feltétel ellenőrzése céljából, a szerződésből eredő követelések elévüléséig az Áht. 55. § szerint

During the full period of performance of this contract Provider shall notify the Subscriber in writing without delay of all transactions set out in PPA § 143 (3).

The Provider having his fiscal domicile in a foreign country is obliged to attach an authorization to the contract stating that data concerning the Provider may be acquired by the Hungarian National Tax and Customs Authority directly from the competent tax authority of the Provider's fiscal domicile, without using the legal aid service established between the countries in respect of PPA § 136 (2).

Force Majeure: neither party shall 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 reasonable control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

Supplier declares that it will not use any subcontractor for the performance of the Agreement which is subject to the grounds for exclusion stipulated in the public procurement procedure.

Subscriber draws Provider's attention to the fact that pursuant to Section 41 (6) of Act CXCV of 2011 on the National Budget (hereinafter "NBA") no valid contract may be concluded for consideration with any legal person or organisation having no legal personality on the basis of appropriations on the expenditure side, or no payments may be made under such concluded contracts unless such organisation qualifies as a transparent organisation. The relevant obligor is entitled under NBA § 55 to handle data specified under NBA § 55 concerning the transparency of the legal person or organisation

jogosult a jogi személy, jogi személyiséggel nem rendelkező szervezet átláthatóságával összefüggő, az Áht. 55. §-ban meghatározott adatokat kezelni azzal, hogy ahol az Áht. § kedvezményezettől rendelkezik, azon a jogi személyt, jogi személyiséggel nem rendelkező szervezetet kell érteni. Szolgáltató köteles a nemzeti vagyonról szóló 2011. évi CXCVI. törvény 3. § (1) bekezdés 1. pontjában foglalt feltételeknek történő megfelelését érintő bármely változást haladéktalanul bejelenteni Előfizető irányában. Szolgáltató kijelenti, hogy a 2011. évi CXCVI. törvény 3. § (1) bekezdés 1. pontja szerinti átlátható szervezetnek minősül.


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

A jelen szerződésre a magyar jog irányadó ideértve a hatályos magyar közbeszerzési jogszabályok és a Polgári Törvénykönyv kötelező rendelkezéseit is. A jelen szerződés egymásnak mindenben megfelelő magyar és angol nyelvű változatban készült. A magyar és az angol változat közötti bármely eltérés vagy ellentmondás esetén a szerződés angol nyelvű változata az irányadó.

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

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, 2026. 04. 17..

  
Library and Information Centre of the Hungarian  
Academy of Sciences /  
MTA Könyvtár és Információs Központ  
repr./képv.: Prof. Monok István DSc  
**Subscriber / Előfizető**

having no legal personality in order to verify such requirement until the claims under such contract lapse, but taking note that whenever the NBA provides for a beneficiary it shall be construed as such legal person or organisation having no legal personality. Provider is obliged to report any changes relating to its compliance with point 1 of Section (3) 1 of Act CXCVI of 2011 on National Assets to Subscriber without delay. Provider declares that it qualifies as a transparent organisation pursuant to point 1 of Section (3) 1 of Act CXCVI of 2011 on National Assets.

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 Hungary.

The governing law of this contract shall be Hungarian law including the legally binding provisions of the Hungarian Public Procurement Act and the Civil Code of Republic of Hungary. This contract has been prepared in a Hungarian and an English version 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 shall be interpreted so as to achieve the originally intended purpose of the parties- as long as legally acceptable.

This contract has been signed in 3 (three) corresponding bilingual copies, of which 1 (one) copy is left to the Provider and 2 (two) copies are left to the Subscriber.

Philadelphia, 2026. 04. 27

  
ProQuest LLC.  
Repr./képv.: Tim McGee  
VP, Sales operations  
**Provider / Szolgáltató**

pénzügyi ellenjegyző:  .....

Melléletek:

1. sz. melléklet: Előfizetett termék
2. sz. melléklet: Jogosult Felhasználók listája
3. sz. melléklet: license-szerződése
4. sz. melléklet: Közbeszerzési dokumentumok

Appendices:

- Appendix 1: Subscribed product
- Appendix 2: List of Authorized Users
- Appendix 3: License Agreement
- Appendix 4: Tender documentation

1. sz. melléklet: Előfizetett termék/ Appendix 1: Subscribed product  
Részletes címlista:

**ProQuest Central**

[http://tls.search.proquest.com/titlelist/jsp/list/tlsSingle.jsp?productId=10000255&\\_ga=2.97554905.791602084.1643002651-1910988477.1636537045](http://tls.search.proquest.com/titlelist/jsp/list/tlsSingle.jsp?productId=10000255&_ga=2.97554905.791602084.1643002651-1910988477.1636537045)

**ProQuest – New ProQuest Central (ProQuest Central Premium)**

<https://tls.search.proquest.com/titlelist/jsp/list/tlsSingle.jsp?productId=10000430>

**ProQuest SciTech Premium Collection**

<http://tls.search.proquest.com/titlelist/jsp/list/tlsSingle.jsp?productId=10000260>

**ProQuest Academic Complete**

<https://about.proquest.com/en/products-services/Academic-Complete>

**ProQuest One Academic (ProQuest One Academic Premium)**

<https://pq-static-content.proquest.com/collateral/media2/documents/titlelist-proquestoneacademic.xlsx>

**ProQuest Art Design and Architecture Collection**

<http://tls.search.proquest.com/titlelist/jsp/list/tlsSingle.jsp?productId=10000180>

**ProQuest Dissertations and Theses Global**

<https://about.proquest.com/en/products-services/padtglobal/>

**ProQuest Science and technology ebook collection**

<https://about.proquest.com/en/products-services/Science-Technology-Ebook-Subscription/>

**ProQuest Ulrich's web**

<https://about.proquest.com/en/products-services/Ulrichsweb>

Előfizetett termék/ Subscribed Product	Előfizetési Időszak/ Subscripti on period	Elérés / Access	Előfizetési díj/ Licence Fee
ProQuest Central	2026	<a href="https://search.proquest.com/">https://search.proquest.com/</a>	69 200 USD
New ProQuest Central (ProQuest Central Premium)	2026	<a href="https://search.proquest.com/">https://search.proquest.com/</a>	55 500 USD
ProQuest One Academic (ProQuest One Academic Premium)	2026	<a href="https://search.proquest.com/">https://search.proquest.com/</a>	147 100 USD
ProQuest Academic Complete	2026	<a href="https://search.proquest.com/">https://search.proquest.com/</a>	15 400 USD
ProQuest Art, Design & Architecture Collection	2026	<a href="https://search.proquest.com/">https://search.proquest.com/</a>	3 700 USD
ProQuest Dissertation and Theses Global	2026	<a href="https://search.proquest.com/">https://search.proquest.com/</a>	11 900 USD
ProQuest Science and Technology ebook Collection	2026	<a href="https://search.proquest.com/">https://search.proquest.com/</a>	3 500 USD
ProQuest SciTech Premium Collection	2026	<a href="https://search.proquest.com/">https://search.proquest.com/</a>	7 200 USD
Ulrich's web	2026	<a href="http://ulrichsweb.serialssolutions.com/login">http://ulrichsweb.serialssolutions.com/login</a>	3 400 USD

TOTAL 316 900 USD

## 2. sz. melléklet: Jogosult Felhasználók listája/ Appendix 2: List of Authorized Users

**ProQuest Central**

	Institution (Hungarian)	Institution (English)
1	Magyar Testnevelési és Sporttudományi Egyetem	Hungarian University of Sports Science
2	Országgyűlés Hivatala	The Office of the National Assembly
3	Pécsi Tudományegyetem	University of Pécs
4	Semmelweis Egyetem	Semmelweis University

**ProQuest – New ProQuest Central**

	Institution (Hungarian)	Institution (English)
1	Andrássy Gyula Budapesti Német Nyelvű Egyetem	Andrássy Universitát Budapest
2	Budapesti Metropolitan Egyetem	Budapest Metropolitan University
3	Miskolci Egyetem	University of Miskolc

**ProQuest One Academic**

	Institution (Hungarian)	Institution (English)
1	Debreceni Egyetem	University of Debrecen
2	Óbudai Egyetem	Óbuda University
3	Szegedi Tudományegyetem	University of Szeged

**ProQuest Academic Complete**

	Institution (Hungarian)	Institution (English)
1	Felsőbbfokú Tanulmányok Intézete	Institute of Advanced Studies Kőszeg
2	Károli Gáspár Református Egyetem	Károli Gáspár University of the Reformed Church in Hungary

**ProQuest Art, Design and Architecture Collection**

	Institution (Hungarian)	Institution (English)
1	Moholy-Nagy Művészeti Egyetem	Moholy-Nagy University of Art and Design

**ProQuest Dissertation and Theses Global**

	Institution (Hungarian)	Institution (English)
1	Mathias Corvinus Collegium Alapítvány	Mathias Corvinus Collegium

**ProQuest Science and Technology Ebook Collection**

	Institution (Hungarian)	Institution (English)
1	Állatorvostudományi Egyetem	University of Veterinary Medicine

### ProQuest SciTech Premium Collection

	Institution (Hungarian)	Institution (English)
1	Soproni Egyetem	University of Sopron

### ProQuest – Ulrichsweb

	Institution (Hungarian)	Institution (English)
1	Magyar Tudományos Akadémia Könyvtár és Információs Központ	Library and Information Centre of the Hungarian Academy of Sciences

## 3. sz. melléklet: szolgáltató license-szerződése/ Appendix 3: License Agreement

**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. To the extent the sharing of personal data between us constitutes a cross-border data transfer as described in the applicable set of our cross-border data transfer clauses at <https://clarivate.com/terms-of-business> (in accordance with each party's role under the Data Privacy Laws), each of us will comply with its obligations under the applicable set of clauses.

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, or standard contractual clauses where applicable.

## 10. Confidentiality

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

## 11. Audit

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

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

## 12. Warranties and disclaimers

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

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

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

(d) **NO ADVICE.** WE ARE PROVIDING THE PRODUCTS FOR INFORMATIONAL PURPOSES ONLY. WE ARE NOT PROVIDING ANY ADVICE (LEGAL, MEDICAL, CLINICAL, FINANCIAL OR OTHERWISE) BY ALLOWING YOU TO ACCESS AND USE THE PRODUCTS. YOU ARE FULLY RESPONSIBLE FOR YOUR INTERPRETATIONS OF THE PRODUCTS. IF YOU DESIRE ADVICE, WE ENCOURAGE YOU TO ENGAGE LEGAL, MEDICAL, CLINICAL OR FINANCIAL PROFESSIONALS TO HELP YOU INTERPRET THE PRODUCTS. YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR ANY ACTION OR DAMAGES RESULTING FROM ANY DECISIONS YOU (OR ANY OTHER PARTY ACCESSING THE PRODUCTS THROUGH YOU) MAKE IN RELIANCE ON THE PRODUCTS. WE ARE NOT A LAW FIRM OR PROFESSIONAL ADVISOR AND NO ATTORNEY/CLIENT, PHYSICIAN/PATIENT OR OTHER FIDUCIARY OR PROFESSIONAL RELATIONSHIP IS CREATED.

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

### 13. Liability

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

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

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

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

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

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

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

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

### 14. Term, Termination

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

**(b) Suspension.** We may on written notice suspend or limit your use of the Products or other Clarivate IP, or terminate the Agreement, (i) if required to do so by a third party provider, Applicable Laws, court or regulator; (ii) if you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) if there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement (including payment); or a violation of third party rights or Applicable Laws. Our notice will specify

the cause of the suspension or limitation and, as applicable, the actions you must take to reinstate the Product. If you do not take the actions or the cause cannot be remedied within 30 days, we may terminate the Agreement. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.

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

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

## 15. Force majeure

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

## 16. Third party rights

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

## 17. General

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

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

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

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

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

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

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

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

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

EVENT ANY ACTION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT IS LITIGATED OR HEARD IN ANY COURT.

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

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

## PRODUCT/SERVICE TERMS ADDENDUM

These Product/Service Terms apply to certain Products that you access through our platform(s), website(s) or are otherwise identified in your order form, statement of work or other ordering document (collectively "Order") and supplement the Clarivate Terms which apply to all of our products. If you have ordered or are accessing a product that is not listed below, then these Product/Service Terms not apply to your order. "We", "our" and "Clarivate" means the Clarivate entity identified in the order form; "you" and "your" means the Client entity identified in the order form. Any other terms not defined in these Product/Service terms have the meaning given to them in the Clarivate Terms.

## PROQUEST PLATFORM & EBOOKS

**1. Online Research Services.** You may use the Product to facilitate online research for your internal research, reference or educational purposes as outlined below provided that doing so does not violate an express provision of this Agreement:

**(a) Research and Analysis.** You and your Authorized Users are permitted to display and use reasonable portions of information contained in the Product for educational or research purposes, including illustration, explanation, example, comment, criticism, teaching, or analysis.

**(b) Digital and Print Copies.** You and your Authorized Users may download or create printouts of a reasonable portion of articles or other works represented in the Product (i) for your own internal or personal use as allowed under the doctrines of "fair use" and "fair dealing"; (ii) when required by law for use in legal proceedings or (iii) to furnish such information to a third party for the purpose of, or in anticipation of, regulatory approval or purpose provided that the recipient is advised that the copies are not for redistribution. All downloading, printing and/or electronic storage of materials retrieved through the Product must be retrieved directly from the on-line system for each and every print or digital copy.

**(c) Electronic Reserves, Coursepacks, and Intranet Use.** Provided that you do not circumvent any features or functionality of the Product, you and your Authorized Users may include durable links to articles or other works (or portions thereof) contained in the Product in electronic reserves systems, online course packs and/or intranet sites so long as access to such materials are limited to Authorized Users. For clarity, you may not otherwise enable access to use of the Product by or for the benefit of any non-subscribing, unauthorized school, library, organization, or user.

**(d) Fair Use/Fair Dealing.** You may not publish, broadcast, sell, use or provide access to the Product or any materials retrieved from the Product in any manner that will infringe the copyright or other proprietary rights of Clarivate or its licensors. You and your Authorized Users may use the materials contained within the Product consistent with the doctrines of "fair use" or "fair dealing" as defined under the laws of the United States or England, respectively.

**2. Academic Institutions.** If you are an academic institution, school, or public library the following license rights also apply:

**(a) Interlibrary Loan (ILL).** You may loan digital or print copies of materials retrieved from the Product to other libraries, provided that (i) loans are not done in a manner or magnitude that would replace the receiving library's own subscription to the Product or purchase of the underlying work (e.g., newspaper, magazine, book), (ii) you comply with any special terms governing specific content or licensors as described in the Agreement, (iii) with respect to ebooks, copying is limited to small portions of a book, and (iv) you comply with all laws and regulations regarding ILL.

**(b) Scholarly Sharing.** You and your Authorized Users may provide to a third party colleague minimal, insubstantial amounts of materials retrieved from the Product for personal use or scholarly, educational research use in hard copy or electronically, provided that in no case is any such sharing

done in a manner or magnitude as to act as a replacement for the recipient's or recipient educational institution's own subscription to either the Product or the purchase of the underlying work.

**3. Corporate Institutions.** Provided that you do not violate an express provision of this Agreement, Authorized Users may share research and reports internally within your organization and with other Authorized Users, subject to the transactional pricing that may be triggered, and provided that Authorized Users do not remove any copyright or other notices on the content. You and your Authorized Users may not share searches or articles outside of the subscribing institution. In order to share articles outside the subscribing institution, Authorized Users should contact the publisher directly or contact a copyright clearance company for permission to redistribute articles. Once permission is secured, the article must be sourced as coming from Clarivate.

**4. Restrictions.** Except as expressly permitted in this Addendum, you and your Authorized Users shall not:

- a) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, discover, 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;
- b) Remove any copyright and other proprietary notices placed upon the Product or any materials retrieved from the Product by Clarivate or its licensors;
- c) Circumvent any use limitation or protection device contained in or placed upon the Product or any materials retrieved from the Product;
- d) Perform penetration tests or use the Product to execute denial of service attacks;
- e) Perform automated searches against Clarivate's systems (except for non-burdensome federated search services), including automated "bots," link checkers or other scripts or otherwise scrape data from the Product;
- f) Provide access to, or use of the Product by or for the benefit of, any unauthorized school, library, organization, or user;
- g) Publish, broadcast, sell, use or provide access to the Product or any materials retrieved from the Product in any manner that will infringe the copyright or other proprietary rights of Clarivate or its licensors;
- h) Use the Product to create products (including tools, algorithms or models) or perform services which compete or interfere with those of Clarivate or its licensors;
- i) Text mine, data mine or harvest metadata from the Product, use the Product or underlying data in conjunction with any third-party technology or any artificial intelligence, algorithms or models, or use the Product or underlying data to develop or train any artificial intelligence, algorithms or models.
- j) Communicate or redistribute materials retrieved from the Product; or
- k) Download all or parts of the Product in a systematic or regular manner or so as to create a collection of materials comprising all or a material subset of the Product, in any form.
- l) Store any information on the Product that violates applicable law or the rights of any third party.

**5. Streaming Video and Audio Products.** Audio and Video files are delivered via streaming service over the Internet. You and your Authorized Users shall not download or otherwise copy the streaming videos or audio contained in the Product. In the case of content that can potentially be publicly performed, you must secure permission from the licensor and/or the copyright holder for any public performance other than reasonable classroom and educational uses.

**6. MARC Records.** MARC records may be placed in your online public access catalog (OPAC) or shared online catalog (e.g., WorldCat) unless otherwise specified on the Order with respect to a particular Product.

**7. Scholar/Researcher Profiles.** The data contained within scholar profiles are for use in facilitating research and collaboration amongst colleagues. Neither you nor your Authorized Users may export or otherwise exploit the scholar profiles for mass mailings or similar marketing purposes.

**8. Electronic Resource Discovery, Access, and Management.** For electronic resource discovery (e.g., Summon, 360 Link), access and/or management services, you reserve all right, title and interest in all specific data you contribute to the Product (which may include but is not limited to your created metadata, bibliographic information, holdings and circulation data) and you grant Clarivate permission to use such data in raw form for the limited purpose of operating and improving the Product and such information may only be provided to third parties in aggregate form. Raw usage data containing

information relating to the identity of specific users shall not be provided to any third party without your permission. Provided that such access, use, and/or sharing does not violate an express provision of the Agreement, you and your Authorized Users are permitted to: (a) access the Product and information derived from the Product in order to discover, manage and provide access to library resources you own or license, (b) create, store and retain any reports and lists delivered by the Product, (c) share data about your own library holdings that are retrieved from such Product with third party applications, so long as prior written notice is provided to Clarivate and all pricing information is kept confidential to the fullest extent permitted by applicable law; and (d) display metadata, bibliographic and holdings information in the library catalog available on your library website.

**9. Library Catalog Enrichment Service.** For library catalog enrichment Products (e.g., Syndetics), you may use the enrichment elements for the sole purpose of augmenting your own library OPAC or website. You may not convert Product metadata records into MARC format, nor distribute or display the enrichment elements in any third party applications, catalogs or websites.

**10. Analytics.** Some Products contain library collection analysis capabilities related to library holdings, or functionality that allows Authorized Users to create reports, lists, or alerts. You and your Authorized Users may create, download, store and retain any such analytics or lists delivered by the Product. Clarivate may use library holdings and other information in the Product for comparison and metrics purposes and in order to better understand its customers' needs.

**11. Perpetual Archive License.** Where you have perpetually licensed content from us through a Perpetual Archive License (PAL), as set out in your Order, your PAL content may only be revoked if you materially breach your Agreement, or if the licensed materials contain errors or could be subject to an infringement or other adverse claim by a third party. Additionally, your PAL content is maintained in the Clarivate platform subject to an annual Continuing Service Fee (CSF). The CSF will be invoiced in arrears on your contract anniversary date. If you lose the ability to access your PAL content online (e.g., if Clarivate discontinues online access services), or if the PAL content are otherwise eligible for local loading, you may obtain digital copies upon certifying that you will secure and restrict use of the PAL content as contemplated under your Agreement, using systems and technology at least as protective as Clarivate's. In the case of audio files, any local access must be restricted by DRM and be limited to one (1) simultaneous user (unless you track playbacks and make all royalty payments to copyright holders for mechanical and performance rights). All use of locally-loaded materials continues to be subject to this Agreement. You are responsible for any file transfer costs.

**12. Data Mining.** You may not text mine, data mine or harvest metadata from the Product. Your ability to extract and compile data from locally-loaded copies of your PAL content is subject to any content-specific restrictions. Where permitted, you may use content solely for your teaching, learning, and research purposes.

**13. Supplemental Terms.** Some content included in the product has terms of use applicable solely to such content. Content-specific terms are clearly displayed with the associated content or embedded in the systems and technologies incorporated into the product. Where third-party databases or content are subject to supplemental terms, such terms shall be clearly referenced on the order form. Such supplemental terms shall not materially alter use of the product.

**14. Authorized Users.** "Authorized User" means, as it relates to your principal location and any additional sites on your Order:

- (a) For public libraries: library staff, individual residents of your reasonably defined geographic area served, and walk-in patrons while they are on-site; and
- (b) For schools and other academic institutions: currently enrolled students, faculty, staff, and visiting scholars, as well as walk-in patrons while they are on-site.
- (c) For corporate organization, your employees and independent contractors while performing their work.

For clarity, 'Authorized User' excludes corporate affiliates, academic bookstores, non-subscribing institutions, and alumni unless expressly included on the Order.

**4. számú melléklet / Appendix 4.**  
**KÖZBESZERZÉSI DOKUMENTUMOK / TENDER DOCUMENTATION**

A Közbeszerzési Eljárás során keletkezett dokumentumok a jelen szerződéssel együttesen értelmezendők, és alkalmazandók függetlenül attól, hogy azok fizikai értelemben a jelen szerződés mellékletét képezik-e./  
All documents created in the course of this Public Procurement Procedure shall be construed jointly with this Agreement and shall be applicable irrespective of being attached as an Appendix to this Agreement or not.