

# STN Keep & Share Program<sup>SM</sup>

## Clarivate Analytics Databases

These STN Keep & Share Program – Clarivate Analytics Databases terms and conditions are in addition to the [STN Information Keep & Share Program General Database Terms and Conditions](#). The following **Clarivate Analytics** (the “Database Provider”) use and distribution restrictions (the “Restrictions”) apply to the STN customer and its users’ (collectively, the “Customer”) use of the Database Provider files on STN (each a “Database”). In the event of any conflict between the terms of these Restrictions and the STN Information Keep & Share Program General Database Terms and Conditions, these Database Provider terms shall control.

Any use of the Database outside the rights set forth below without express written permission of the Database Provider is strictly prohibited. These terms and conditions are subject to change from time to time at the discretion of Database Provider and/or CAS, and such changes will be effective immediately upon notice or publication of changes.

### 1. DATABASE USE RIGHTS

- A. Use Rights.** If Customer has been issued a subscription key by the Database Provider or its STN administrator, Customer will generally be entitled to (i) search, access, download and print reasonable amounts of content from the Database reasonably required for Customer’s own work use and for Customer’s internal business purposes; (ii) distribute copies of content from the Database to other individual users of the Database within Customer’s organization; (iii) include insubstantial portions of content from the Database as incidental samples or for illustrative or demonstrative purposes, including in reports prepared for internal business purposes, and provided that Customer includes the following acknowledgement: “Source: Clarivate Analytics.”
- B. Reasonable Amount.** The Database Provider determines a “reasonable amount” of content to download by comparing Customer’s download activity against the average annual download rates for all Database Provider’s clients using the Database.
- C. Insubstantial Portion.** The Database Provider determines an “insubstantial portion” of downloaded content to mean an amount of content taken from the Database which (1) would not have significant commercial value on its own; and (2) would not act as a substitute for access to a Database Provider product for someone who does not have access to that product.
- D. License Agreement.** If Customer would like to understand more about all of the rights that Customer has to use the Database or any of its content, Customer should refer to the license agreement between Customer and the Database Provider or CAS (Customer’s “License Agreement”) or Customer should contact the Database Provider’s Global Customer Support Center or [CAS Customer Center](#).

### 2. DATABASE USE RESTRICTIONS

- A. Limited Access.** If Customer has not been issued a subscription key by the Database Provider or its STN administrator, Customer should not use the Database or any of its content.
- B. License Agreement.** Customer is not entitled to do anything that would cause a breach of the terms of Customer’s License Agreement, such as (i) allowing anyone else to use its username/password; (ii) downloading excessive amounts of content from the Database; (iii) providing content to anyone else, other than in licensed, source-acknowledged documents or reports created as part of Customer’s normal work; (iv) automatically downloading, text mining or indexing content from the Database; (v) using the Database or its content to provide services to anyone outside Customer’s organization; or (vi) removing proprietary rights notices in the Database or its content.

**C. Prohibitions.** Except as described in these Terms or as otherwise permitted in Customer's License Agreement, Customer may not use, copy, adapt, translate, modify, sell, distribute or otherwise create derivative databases, services or works of or based on the Database or its content.

**D. Decompilation.** Unless provided for in Customer's License Agreement, Customer may only reverse engineer, decompile or disassemble any of the software or technology contained in the Database or its content to the extent expressly permitted by law, where such rights cannot be modified by agreement.

**E. Storage.** Except for Insubstantial Portions or unless Customer has purchased an archive license to store the content from the Database, Customer may not store content that Customer prints or downloads for longer than three (3) months.

### 3. THIRD PARTY CONTENT

If the Database includes data and software from third parties, Customer must also comply with any additional terms the Database Provider is required to pass through to Customer. Please refer to the Database Provider's third-party terms available at <http://clarivate.com/tob/>.

### 4. LOGIN DETAILS

Customer's username and password are confidential and must not be disclosed to any third party (including other employees or contractors working for Customer).

### 5. UNLAWFUL CONDUCT

**A. Compliance.** Use of the Database or other services provided by the Database Provider or its affiliated companies for any purpose that is unlawful, or in any manner that could exceed Customer's authorized access or otherwise damage, disable, overburden or impair the operation of the Database or other services provided by the Database Provider or its affiliated companies, or any other person's use or enjoyment of the Database or those other services, is strictly prohibited. Such prohibited actions include, but are not limited to, (i) violating or attempting to violate security measures; (ii) accessing data that is not intended for Customer's use or logging into a server or account which Customer is not authorized to access; (iii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (iv) attempting to interfere with service to any user, host or network; (v) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting; and (vi) taking any action in order to obtain services to which Customer is not entitled.

**B. Cooperation.** Unlawful conduct may result in civil or criminal liability. The Database Provider will investigate occurrences that may involve such violations and may involve, and co-operate with, law enforcement authorities in prosecuting users who are involved in such violations.

### 6. PRIVACY

By accessing and using the Database, Customer is consenting to the Database Provider's gathering and use of Customer's personally identifiable information in accordance with the Database Provider's privacy policies. Please refer to the Database Provider's Privacy Statement available at <http://clarivate.com/tob/>.

### 7. OWNERSHIP

**A. Intellectual Property.** The Database contains proprietary technology and copyright material owned by the Database Provider and/or its third-party licensors. All use of the Database and the content accessible in the Database is restricted and subject to the Database Provider's prior written consent.

**B. Trademarks.** 'Clarivate Analytics' and the Database name are trade or service marks of the Database Provider or its affiliated companies. All other product and service names cited are trademarks of their respective owners.

## **8. DISCLAIMER**

- A. NO WARRANTY.** CUSTOMER'S ACCESS TO AND USE OF THE DATABASE AND ITS CONTENT IS ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, THE DATABASE PROVIDER AND ITS THIRD-PARTY SUPPLIERS MAKE NO WARRANTY, REPRESENTATION OR UNDERTAKING, EXPRESS OR IMPLIED, AS TO PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, RELIABILITY OR NON-INFRINGEMENT. THE DATABASE MAY CONTAIN LINKS TO INTERNET SITES OPERATED BY THIRD PARTIES. WHERE SUCH LINKS EXIST THEY ARE PROVIDED FOR CUSTOMER'S CONVENIENCE ONLY. THE DATABASE PROVIDER DOES NOT CONTROL SUCH INTERNET SITES, AND IS NOT RESPONSIBLE FOR THEIR CONTENTS. THE INCLUSION OF LINKS TO SUCH INTERNET SITES IN THE DATABASE DOES NOT IMPLY ANY ENDORSEMENT OF THE MATERIAL ON SUCH INTERNET SITES OR ANY ASSOCIATION WITH THEIR OPERATORS AND THE DATABASE PROVIDER MAKE NO WARRANTIES, REPRESENTATIONS OR UNDERTAKINGS IN RESPECT OF SUCH INTERNET SITES.
- B. NO ADVICE.** THE DATABASE PROVIDER IS AN INFORMATION PROVIDER AND DOES NOT PROVIDE LEGAL, FINANCIAL OR OTHER PROFESSIONAL ADVICE. THE DATABASE CONTENT IS FOR GENERAL INFORMATION PURPOSES ONLY, IS NOT INTENDED TO CONSTITUTE PROFESSIONAL ADVICE, AND SHOULD NOT BE RELIED ON OR TREATED AS A SUBSTITUTE FOR SPECIFIC ADVICE RELEVANT TO PARTICULAR CIRCUMSTANCES. NEITHER THE DATABASE PROVIDER NOR ITS AFFILIATES NOR ANY OF ITS THIRD-PARTY SUPPLIERS SHALL BE LIABLE FOR ANY LOSS THAT MAY ARISE FROM ANY RELIANCE BY CUSTOMER, OR ANY OTHER THIRD PARTY, ON THE DATABASE CONTENT.
- C. LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER THE DATABASE PROVIDER NOR ANY OF ITS AFFILIATES OR THIRD-PARTY SUPPLIERS WILL BE LIABLE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR (1) ANY CORRUPTION, ALTERATION, DAMAGE, LOSS OR MISTRANSMISSION (AS APPLICABLE) OF CUSTOMER'S OR ANY THIRD PARTY'S DATA, SOFTWARE, HARDWARE OR SYSTEMS; (2) LOSS OR DAMAGE RESULTING FROM THE INADEQUACY OF SECURITY OF DATA DURING TRANSMISSION VIA PUBLIC ELECTRONIC COMMUNICATIONS NETWORKS OR FACILITIES; OR (3) ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE OR CUSTOMER'S USE OF THE DATABASE OR ITS CONTENT, HOWEVER SUCH LOSS OR DAMAGE MAY ARISE, EVEN IF THE DATABASE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OR COULD HAVE FORESEEN ANY SUCH LOSS OR DAMAGE.

## **9. GOVERNING LAW**

These Terms of Use are subject to the governing law and jurisdiction of the Customer's License Agreement.