



## ORDER FORM

Order Form Date: December 1, 2023

Clarivate Analytics (UK) Ltd ("Clarivate")  
70 St. Mary Axe  
London  
EC3A 8BE  
United Kingdom

This Order Form is subject to the agreement and term referenced below, which outline the terms & conditions under which we will provide you the Products / Services described below.

### CLIENT DETAILS

**Contracting Entity :** Lithuanian Research Library Consortium ("LMBA")

Gedimino Ave 51  
VILNIUS

**Client Address :**

01109  
Lithuania

### BILLING INFORMATION

**Legal name of the Billing entity** Lithuanian Research Library Consortium

Gedimino Ave 51  
VILNIUS, 01109  
Lithuania

**Bill to Address**

**Billing Contact** convnoemail@test.com

### SHIPPING INFORMATION

**Legal name of the Shipping entity** Lithuanian Research Library Consortium

Gedimino Ave 51  
VILNIUS, 01109  
Lithuania

**Ship to Address**

**Shipping Contact** convnoemail@test.com

### PRODUCTS/SERVICES DETAILS

In consideration for the Fees, Clarivate hereby grants to LMBA a non-exclusive license to access and use the Licensed Material and to allow the Authorized Users of the Authorized Institutions to access and use the Licensed Material on the terms and conditions set forth in this License Agreement. Access to the Licensed Materials listed in Annex 1 hereto shall be initiated after coming into effect of the License Agreement.

Product(s) / Service(s)	Quantity	License Level	License Rights	Term	Frequency of Payment	Year 1 Fees	Year 2 Fees	Year 3 Fees
InCites Benchmarking & Analytics	1	Site	Limited License	Jan 1, 2024-Dec 31, 2026	Annual (Net 60)	See Total Fees Below	See Total Fees Below	See Total Fees Below
JOURNAL AND HIGHLY CITED DATA	1	Site	Limited License	Jan 1, 2024-Dec 31, 2026	Annual (Net 60)	See Total Fees Below	See Total Fees Below	See Total Fees Below
Web of Science - Science Citation Index Expanded - Subscription	1	Site	Perpetual License	Jan 1, 2024-Dec 31, 2026	Annual (Net 60)	See Total Fees Below	See Total Fees Below	See Total Fees Below
Web of Science - Social Sciences Citation Index - Subscription	1	Site	Perpetual License	Jan 1, 2024-Dec 31, 2026	Annual (Net 60)	See Total Fees Below	See Total Fees Below	See Total Fees Below
Web of Science - Arts & Humanities Citation Index - Subscription	1	Site	Perpetual License	Jan 1, 2024-Dec 31, 2026	Annual (Net 60)	See Total Fees Below	See Total Fees Below	See Total Fees Below
Web of Science - Emerging Sources Citation Index (Esci) - Limited License - Subscription	1	Site	Limited License	Jan 1, 2024-Dec 31, 2026	Annual (Net 60)	See Total Fees Below	See Total Fees Below	See Total Fees Below



Web of Science - Book Citation Index (Science + Social Sciences) - Limited License - Subscription	1	Site	Limited License	Jan 1, 2024-Dec 31, 2026	Annual (Net 60)	See Total Fees Below	See Total Fees Below	See Total Fees Below
Web of Science - Conference Proceedings Citation Index (Science + Social Sciences) - Limited License - Subscription	1	Site	Limited License	Jan 1, 2024-Dec 31, 2026	Annual (Net 60)	See Total Fees Below	See Total Fees Below	See Total Fees Below
EndNote - Subscription - Site License	1	Site	Limited License	Jan 1, 2024-Dec 31, 2026	Annual (Net 60)	See Total Fees Below	See Total Fees Below	See Total Fees Below
<b>Total Fee(s) USD</b>						<b>\$ 602,277.00</b>	<b>\$ 635,399.00</b>	<b>\$ 667,269.00</b>
						(VAT exclusive)	(VAT exclusive)	(VAT exclusive)
						<b>\$728,755.17</b>	<b>\$768,836.85</b>	<b>\$807,393.53</b>
						(VAT inclusive)	(VAT inclusive)	(VAT inclusive)

\*The Fees of this Agreement for access to the Services (Licensed Materials) and their use of Authorized Institutions are indicated in Annex 1 & 2 (The Tender for the Services of Subscription to the Online Research Databases of Clarivate Analytics). The Fees include all costs and taxes and no other charges or payment (including increased usage) are not applicable.

\*Authorized Institutions and Product details and other conditions indicated in Annex 1 & 2 (The Tender for the Services of Subscription to the Online Research Databases of Clarivate Analytics). The Publisher shall issue an electronic invoice to the Licensee via ww.esaskaita.eu if such possibility is available in English.

## AGREEMENTS

### GOVERNING TERMS & CONDITIONS:

Please refer to the Agreement number CA-00085071.0 dated December 1, 2023 (Attached as Exhibit A). In a case of contradiction between Order Form and Annexes, Order Form prevails. In a case of contradiction between Exhibit A, Exhibit B, Exhibit C and Exhibit D (Annex 1, Annex 2), Exhibit D prevails.

**GOVERNING LAW & JURISDICTION:** Lithuanian

**RENEWAL TERM:** Upon Mutual Written Agreement

**PAYMENT TERMS:** Net 60

### PRODUCT/SERVICE TERMS:

Please refer to the Product / Service Terms in Exhibit B for:  
 Benchmarking under the InCites section  
 Journal Citation Reports under the InCites section  
 EndNote  
 ProQuest-Platform-Ebooks

### THIRD PARTY TERMS:

Please refer to the Third Party Terms in Exhibit C for: EndNote

## ADDITIONAL TERMS

### TERMINATION ADDITIONS

LMBA may terminate this Agreement:

1. if LMBA was awarded to Clarivate in view of a serious infringement of the obligations under the Treaties and Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC that has been declared by the Court of Justice of the European Union in a procedure pursuant to Article 258 TFEU (Treaty on the Functioning of the European Union); 2. if the Agreement has been subject to a substantial modification as prescribed further. 3. if Clarivate had to be excluded during the procurement procedure. Upon termination of this Agreement by LMBA, unless Clarivate terminate for breach or insolvency, pre-paid charges will be reimbursed to LMBA on a pro rata basis for the unexpired period of this Agreement for terminations in accordance with this agreement.. The parties acknowledge that any amendments to this Agreement shall be written and subject to the requirements set forth in Article 89 of the Law on Public Procurement of the Republic of Lithuania.



**FUNDING OUT**

Clarivate acknowledges that the ability of some of the participating member institutions (as set forth in Annex 2 - III. Authorised Institutions) to participate in this Agreement is subject to and contingent upon the availability of funds appropriated by allocation (or other sources). In the event a participating member institution is unable to participate due to funding availability, participation in this Agreement may terminate the existing Web of Science, Incites- Benchmarking and Analytics, Journal and Highly Cited Data and EndNote subscriptions at the start of an anniversary calendar year (January 1) provided Clarivate receives notification in writing ninety (90) days prior to the start of said anniversary calendar year. However, Client and the participating member institution(s) agree that all deferred payments under the Agreement are due and payable immediately upon Client/participating member institution termination notification, plus a cancellation fee of 5% of the then current charges.

**EMPLOYEE/MEMBER**

EMPLOYEE/MEMBER: In relation to a commercial or government entity, an employee of that entity; or in relation to an academic institution, (i) An employee, current student or full faculty member of that institution. (ii) Any other persons who are permitted to access the institution's information services on an occasional basis from computer terminals physically located in the institution's library facilities.

**LICENSE LEVEL AND END USER LICENSE**

SITE: Any of your Employee/Members located at the specified locations may access the service with the login details.

**LICENSE RIGHTS**

LIMITED: License rights continue until the end of the term of the service.

PERPETUAL: License rights continue in perpetuity unless terminated by us due to your breach or insolvency.

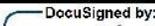
**DELIVERY METHOD AND HOST**

The Delivery method and Host for all Product(s) / Service(s) are Internet and Clarivate respectively unless otherwise specified here.

**SIGNATURE**

This Order Form is effective when signed and returned to us within (90) days from the Order Form Date. We may, in our sole discretion, accept this Order Form if returned to us after such date. Modifications require our prior approval and void any previous signatures.

**Signed on behalf of CLARIVATE ANALYTICS (UK) LTD**

Signature : 

**Signed on behalf of Lithuanian Research Library Consortium (LMBA)**

Signature : 

Print Name :

Print Name:

Title: VP, Treasury

Title: president

Date: 12/4/2023

Date: 12/4/2023



#### Invoice Details

Thank you for choosing Clarivate. We'd like to take a moment to confirm the current invoicing details on your order to ensure you receive a correct and timely invoice and access to your services as soon as possible.

#### Other Key Information

Additional information that relates to how invoices will be paid and any key information that needs to be included on the invoice for your internal processes.

#### PO registration requirements

What we need you to provide	Why we need you to provide this information	Current Information	Your response
Please enter the PO (Purchase Order) to be used on your invoice.	PO numbers will be populated on the invoice and are important for procurement departments when allocating costs.		

**Tax Exempt Information:** *If you expect VAT/GST/Sales Tax and/or other similar taxes should not be charged on our invoice to you, please let us know the reason why this should not be charged and provide the necessary documents in the 'ship to' entity's full name to support this. For example, if you have an 'exempt' status, please provide a valid Exemption certificate or mandatory declarations from your Tax Authorities (and any other relevant information). In the absence of the above, applicable taxes will be levied, where relevant.*

What we need you to provide	Your response
If you expect VAT/GST/ Sales Tax or other applicable taxes should not be charged on our invoice to you, please explain why and provide the necessary documents in the 'ship to' company's full Legal name to support this.	

#### Portal registration requirements

What we need you to provide	Your response
Portal name:	
Portal URL/Hyperlink	
Any additional portal registration details (such as specific registration IDs/ANIDs, Matter ID's, PO numbers or similar)	
Does registration require (please check as appropriate):	<ol style="list-style-type: none"> <li>1. Signature by an authorised company representative at Clarivate</li> <li>2. Registration on a national register of companies</li> <li>3. Additional documentation (such as tax or financial records, company registration documents, sustainability records or similar)</li> <li>4. Other (please complete below):</li> </ol>
A name of a contact at your company that can support on any portal registration issues or questions	

**I have provided updated Invoice Information?**

**If yes, we will use the revised information for the Invoice issued for this order.**



# Clarivate Terms Master Client Agreement

Agreement Number	CA-00085071.0
Effective Date	December 1, 2023
Client Name	Lithuanian Research Library Consortium (LMBA)

This Master Client Agreement the attached Product/Service Terms Addendum (“**Terms**”) between Clarivate Analytics (UK) Ltd and the Client listed above creates a framework of contract terms that govern your use of the Clarivate products, services, and other deliverables (“**Products**”) that you install or 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 Annex 1 (“**Tender**”). These Terms are incorporated into each accepted Order unless we have agreed in writing otherwise.

“**We**”, “**our**” and “**Clarivate**” means the Clarivate entity identified in the Order; “**you**” and “**your**” means the Client entity identified in the Order. From time to time, a current affiliate of either party may provide or receive services (as the case may be) by entering into an order form that refers to these Terms. These Terms will continue to apply until the end of the subscription period indicated in the Tender or terminated earlier by either party by providing written notice. After termination, you cannot place any new orders under these Terms. Unless expressly otherwise provided or agreed in writing, termination of these Terms will not cancel any outstanding orders, which will continue to be subject to these Terms.

The Order, Tender any these Terms constitute the complete agreement between both parties (“**Agreement**”), and supersede any prior discussions or representations regarding your Order, unless fraudulent. For the avoidance of doubt, the Tender is a part of this agreement and prevails over Terms and Order in a case of contradiction.

## 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 and Tender.

**(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) Unauthorized technology.** Unless expressly permitted elsewhere in the Agreement for the relevant Product, 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) download or scrape data from the Products; (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 any artificial intelligence, algorithms or models; or (vi) use the Products or underlying data to develop or train any artificial intelligence, algorithms or models.

**(f) Limitations.** Unless expressly permitted elsewhere in the Agreement, you may use the Products for your internal use only and may 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) use Clarivate IP to create any derivative works or any 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) disable or bypass any functionality or



restrictions within the Products or (v) allow any third parties or unauthorized users to access, use or benefit from Clarivate IP in any way whatsoever. In each case, exercising legal rights that cannot be limited by agreement is not precluded.

**(g) 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 you, Clarivate and the third party. 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. The parties acknowledge that any amendments to this Agreement shall require you to comply with the requirements set forth in Article 89 of the Law on Public Procurement of the Republic of Lithuania. Clarivate shall endeavour to comply with any requirements set out therein that apply to Clarivate on the provision that any such requirements are notified to it by you in advance.

**(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 enable Authorized Users to use the Products in accordance with the Agreement in conjunction with your own technology systems provided Clarivate approved accreditations 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 (Not Applicable).** 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.

(d) A member of the Client’s consortium may opt out of this Agreement during the Term. Notice of such a decision must be made prior to the beginning of the next subscription Term and will be effective at the commencement of the next calendar year. In the event a member of the Client’s consortium opts out of this Agreement, such consortium member’s Fee will be deducted from the invoice for the year in which such opting out is to be effective.

(e) No later than by 8 December 2023 Clarivate shall issue to the Client the first invoice in the amount indicated in Item 3, Tender as payable for the year 2024. If CLarivate fails to issue the invoice to Client at a fixed date, it shall be considered that Clarivate has refused to provide the service and therefore he shall lose his right to receive the payment and the Agreement shall be considered as automatically terminated. In such case CLarivate shall lose his right to the reimbursement of any losses.

Clarivate shall submit other invoices on the dates agreed between the parties by email. If the submission of the invoice on the agreed deadlines is overdue, it shall be considered that Clarivate has refused to provide the service for



that particular year and the Agreement shall be terminated. In such case Clarivate shall lose his right to the reimbursement of any losses.

## 9. Privacy

Each of us will at all times collect, disclose, store or otherwise process personal data in accordance with 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. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any investigation, claim, allegation, action, suit, proceeding or litigation with respect to an alleged breach of Data Privacy Laws in relation to activities under the Agreement. Each of us will maintain, and will require any third party data processors to maintain, appropriate physical, technical and organizational measures to protect the personal data. You may not use personal data included in the Products (to the extent such data was not provided by you or collected by Clarivate on your behalf) to send bulk or mass emails or email blasts; to publish or distribute any advertising or promotional material; or to otherwise use such data in a manner that is prohibited by applicable law. You 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 applicable Data Privacy Laws or the data processing addendum.

## 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. For the avoidance of doubt Tender, the concluded Agreement and changes to it, except for the information that Clarivate indicated in the tender as confidential and personal information, will be published in the Central Public Procurement Information System (CVP IS) <https://cvpp.eviesiejipirkimai.lt/>.

## 11. Audit

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

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

## 12. Warranties and disclaimers

**(a) LIMITED WARRANTY. WE WARRANT THAT (i) WE PROVIDE THE PRODUCTS USING COMMERCIALY REASONABLE SKILL AND CARE; (ii) OUR INSTALLED SOFTWARE WILL SUBSTANTIALLY CONFORM TO ITS**



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

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

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

(d) **NO ADVICE.** WE ARE NOT PROVIDING ANY ADVICE (LEGAL, 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 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 OR OTHER 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 indemnification 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 and Tender.

**(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, except the periods for which the fees are paid; 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, 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. The Client may terminate this Agreement and Clarivate shall reimburse to the Client a pro rata proportion of the then remaining paid Fee for the unexpired period of this Agreement: if the License was awarded to Clarivate in view of a serious infringement of the obligations under the Treaties and Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC that has been declared by the Court of Justice of the European Union in a procedure pursuant to Article 258 TFEU (Treaty on the Functioning of the European Union); or if the Agreement has been subject to a substantial modification; or if Clarivate should have been excluded during the procurement procedure; or if Clarivate does not submit an invoice; or if the international sanctions are applied to Clarivate according to the Law on International Sanctions of the Republic of Lithuania. In the case of loss of funding or merger or closure of any Authorised Institution the Agreement shall be terminated after the Client by serving a written notice to the other party. The termination will become effective thirty days after the receipt of the written notice unless later term has been specified in the notice. In this case, the Client shall pay only for the access and use of the Licensed Material by the Authorised Users of the Authorised Institutions during the period of the validity of this Agreement.



**(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. Other than as part of our business reorganization, which will not assign or transfer the agreement without your prior written consent.

**(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.** These Terms may only be amended by mutual written agreement of you and Clarivate. The parties acknowledge that any amendments to this Agreement shall be subject to the requirements set forth in Article 89 of the Law on Public Procurement of the Republic of Lithuania.

**(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.** 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 Tender; 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](mailto: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.

## SIGNATURE

Signed on behalf of Clarivate Analytics (UK) Ltd

Signed on behalf of Lithuanian Research Library Consortium (LMBA)

Signature

DocuSigned by:

Signature

DocuSigned by:

Print Name

Print Name

Title VP, Tresury

Title President

Date 12/4/2023

Date 12/4/2023



## PRODUCT / SERVICE TERMS

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 form**”) 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.

### InCites

**1. Benchmarking and Analytics. (a) License.** You may view and use the customized data and datasets for analyzing and benchmarking researchers, institutions, journals, countries and regions. Your license to InCites is subject to, and we may terminate your access if you fail to maintain, an active license to both the Web of Science SCIE and SSCI indexes.

**(b) Extracts.** You may include limited extracts of our data that have no independent commercial value and could not be used as a substitute for any service (or a substantial part of it) provided by us, our affiliates or third party providers, in internal documents and systems that are your property, provided that you do not create a searchable database. **(c) Distribution.** You may distribute limited extracts of our data that have no independent commercial value and could not be used as a substitute for any service (or a substantial part of it) provided by us, our affiliates or third party providers, to third parties as incidental samples for illustrative or demonstration purposes only. **(d) Your Materials.** Article metadata and metrics relating to materials authored by your faculty, students or affiliated researchers, and your demographic information, may be (i) downloaded to and maintained within an internal system that can be accessed and viewed only by your faculty, students and affiliated researchers; and (ii) incorporated into internal reports that are your property.

**2. My Organization. (a) License.** Article metadata and metrics relating to materials authored by your faculty, students or affiliated researchers, may be (i) downloaded to and maintained within an internal system that can be accessed and viewed only by your faculty, students and affiliated researchers; and (ii) incorporated into internal reports that are your property. **(b) Content Upload.** You may upload content relating to your departmental structure and publication data of your actual or potential faculty members, staff, students, affiliated researchers. Your content may consist of personal data and information about the individuals’ publications and research, and may be extracted from (i) your internal systems and repositories; (ii) our proprietary data sources; or (iii) publicly available data sources. Each of your administrators may also submit content to the extent it pertains to your actual or potential faculty members, staff, students, affiliated researchers. Content uploads must be in accordance with applicable laws and our standard templates, guides, policies, formats and applicable specifications in effect from time to time. **(c) Processing of User Data.** We may process User Data on your behalf, for the purposes of matching content across your subscribed services to create derivative works, metrics and reports, and for no other purpose, acting as a data “processor” as defined in applicable data protection laws. “User Data” means personal data belonging to your faculty members, staff, students, affiliated researchers and provided to us by you or your administrator in accordance with the agreement and applicable laws, including but not limited to personal contact details, but does not include data we have obtained from other sources, including when provided to us directly from the individual. **(d) My Organization API License.** API refers to the application programming interface connecting you with the data within the article metadata and metrics in the My Organization interface. You may use the API: i) to edit your researcher and organizational data within My Organization; and ii) to access up to 10 requests per second to refresh the data fields from publications associated with your employees and students, as applicable.

**3. Journal Citation Reports (JCR). (a) License.** In the ordinary course of your business you may view, use, download, and print *Journal Citation Reports* data as required for the activities you carry out individually or as part of your employment, and you may include insubstantial portions of extracted *Journal Citation Reports* data in your work documents and reports so long as such documents or reports (i) are for the benefit of (and belong to) your organization, and (ii) have no independent commercial value and could not be used as a substitute for any service (or a substantial part of it) provided by us, our affiliates or third party providers. Your license to JCR is subject to, and we



may terminate your access if you fail to maintain, an active license to at least one Web of Science index from SCIE, SSCI and AHCI (b) **Further Distribution.** You may also distribute *Journal Citation Reports* data: i) amongst authorized users within your organization; ii) to government and regulatory authorities investigating you, if specifically requested; and iii) to persons acting on your behalf, to the extent required to advise you, provided they are not competitors of Clarivate. Wholesale sharing / distribution of *Journal Citation Reports* data or using downloaded *Journal Citation Reports* data to create a derivative database, product, or metrics other than as permitted by these Terms for JCR is strictly prohibited. (c) **Attribution.** If you quote or excerpt *Journal Citation Reports* data as expressly permitted above, you must appropriately cite and credit the *Journal Citation Reports* and/or *Journal Impact Factor* source as a Clarivate product. For example, “2016 *Journal Citation Reports* (Clarivate Analytics, 2017).” Use of the *Journal Citation Reports* and *Journal Impact Factor* trademarks is permitted only to the extent necessary to communicate your inclusion in the *Journal Citation Reports*. Your use of the *Journal Citation Reports* and *Journal Impact Factor* trademarks shall not falsely suggest an affiliation, sponsorship, or endorsement with Clarivate or its products or services.

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**For journal editors and publishers only:** If your organization’s work is listed in *Journal Citation Reports*, the following additional rights and guidelines apply:

- Please feel free to utilize the *Journal Impact Factor* badge sent to you (or please contact Clarivate Publisher Relations to obtain a badge at [publisher.relations@clarivate.com](mailto:publisher.relations@clarivate.com)) to display on your webpage showing that you are listed in *Journal Citation Reports*.
- Review the [Promotion Guidelines](#) for promotional language and an explanation of the process by which journals are selected for *Web of Science* indexing and listed in *Journal Citation Reports*. You can also communicate your new *Journal Impact Factor* directly to researchers through the newly expanded [Web of Science Author Connect](#) list services.
- These Terms apply to all uses of *Journal Citation Reports*, regardless of your product package or how you subscribed to *Journal Citation Reports*.

Last updated: November 2021



## EXHIBIT B

## PRODUCT / SERVICE TERMS

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 form**”) 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.

### EndNote

- 1. License.** You may use EndNote solely for the purpose of searching online resources for references, creating and building a personal library of references, formatting references, and creating uniform citations and footnotes.
- 2. Privacy.** You must not upload any content to EndNote which contains personal data.

#### For Site Licenses only:

Installed software includes updates and upgrades for the duration of your site license.

**For users accessing EndNote other than through a Site License only:** You may download and store full-text files for your own use in research and writing. EndNote can be used on only one computer at a time but may be installed on up to three, with one additional copy for backup or archival purposes. Unless you have purchased a multi-user license, each instance of EndNote can only be used by the same single end-user. The agreement shall be interpreted, construed and enforced in all respects in accordance with the internal laws of the Commonwealth of Pennsylvania, without regard to its principles of conflicts of law, and all disputes shall be subject to the exclusive jurisdiction of the relevant courts of Philadelphia.

### EndNote Click

- 1. Definitions.** “EndNote Click Plugin” means Clarivate’s web-browser extension that provides users with one-click access to PDFs of scientific and academic research papers. “EndNote Click Website” means our URL at [www.click.endnote.com](http://www.click.endnote.com) and/or any other EndNote Click websites, together with all content on any such website.
- 2. User Obligations.** You will ensure that your and/or your users' use of the EndNote Click Website and/or EndNote Click Plugin does not conflict with any terms or agreements (including in relation to the use and storage of log-in details) between you and (a) any content aggregator, provider or publisher, (b) any institution to which they may be affiliated, (c) their employer and/or (d) any other relevant third party.
- 3. Additional Terms.** We may limit access to the EndNote Click Website or the EndNote Click Plugin to a maximum number of times and/or duration. Where the EndNote Click Website or the EndNote Click Plugin include links to other websites, these links are provided for your convenience and do not signify that we endorse the website concerned and we have no responsibility for the content of the linked to website. Your use of any third party products, services or content through such links will be subject to any agreement or terms you enter into, or which otherwise apply, with the third party (and are independent from your agreement with us).

Last updated: November 2021



## PRODUCT / SERVICE TERMS

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.

**14. Governing Law and Jurisdiction.** If you are a United States company, the laws of Delaware (without regard to conflicts of laws) govern all matters arising out of or relating to this Agreement and you consent to the jurisdictional venue in Delaware. If you are a Canadian company, the laws of the Province of Ontario (without regard to conflicts of laws), and the laws of Canada applicable therein, govern all matters arising out of or related to this Agreement and you consent to the jurisdictional venue in Toronto in the Province of Ontario. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

Last updated: December 2022 (Version 3.5)



## Third Party Terms

These additional terms apply to third party providers' data and/or software and take priority over all other terms of the agreement.

### EndNote

For EndNote desktop versions only:

**(a)** You agree to:

- (i)** use PDFNet SDK from PDFTron Systems Inc. only as an embedded component of EndNote;
- (ii)** not use PDFNet SDK for development, compilation, debugging and similar design-time purposes;
- (iii)** not reverse-compile or decompile, analyze, reverse-engineer, reverse-assemble or disassemble, unlock or otherwise attempt to discover the source code or underlying algorithms of PDFNet SDK or attempt to do any of the foregoing in relation to the object code of PDFNet SDK; and
- (iv)** not modify, adapt, translate or create any derivative works of PDFNet SDK or merge PDFNet SDK into any other software.

**(b)** You will not access, install, download, copy, modify, or transfer PDFNet SDK, or any copy, adaptation, transcription, or merged portion thereof, except as expressly permitted by us. Your rights will be non-exclusive and except as expressly permitted by us, non-assignable;

**(c)** PDFTron Systems Inc. will have the exclusive ownership of all right, title, and interest in and to PDFNet SDK, including ownership of all intellectual property rights and confidential information pertaining thereto, subject only to the rights and privileges expressly granted to you; and

**(d)** Your obligations will remain in effect for as long as you continue to possess or use PDFNet SDK, and such obligations will be enforceable by PDFTron Systems Inc. as a third party beneficiary against you.

Last Updated: November 2021

## EXHIBIT D

ANNEX 1  
to the Contract Documents  
THE FORM OF THE TENDER

To the Lithuanian Research Library Consortium

**TENDER FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE  
RESEARCH DATABASES OF CLARIVATE ANALYTICS**

10<sup>TH</sup> SEPTEMBER 2023

(Date)

8<sup>th</sup> Floor, 70 St. Mary Axe, London, EC3A 8BE

(Place)

The Supplier's name <i>If a group of Suppliers is submitting the Tender, the names of all members of the group must be listed</i>	Clarivate Analytics (UK) Limited
The name, surname and position of the person responsible for the availability of the access	, VP Treasury
Phone	+44 (020) 74334100
E-mail	@Clarivate.com

1. By this Tender we confirm that we accept all procurement conditions laid down by the Contract Documents of the negotiated procedure without prior publication.

2. We would like to propose the following services indicated in the Contract Documents:

**Year 2024**

Item No.	Type of proposed services	Price in USD, VAT exclusive	Price in USD, VAT inclusive <sup>1</sup>
1.	The services of subscription to the <i>Clarivate Analytics</i> online research database <i>Web of Science</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2024 till 31 December 2024:		
1.1	Kaunas University of Technology	\$49,690	\$60,124.90
1.2	Klaipėda University	\$33,861	\$40,971.81
1.3	Lithuanian University of Health Sciences	\$49,690	\$60,124.90
1.4	Vilnius Gediminas Technical University	\$49,690	\$60,124.90
1.5	Vilnius University	\$115,206	\$139,399.26
1.6	Vytautas Magnus University	\$49,690	\$60,124.90
1.7	State Scientific Research Institute Center for Physical Sciences and Technology	\$33,861	\$40,971.80
2	The services of subscription to the <i>Clarivate Analytics</i> online research database <i>Incites-Benchmarking and Analytics</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2024 till 31 December 2024 :		
2.1	Kaunas University of Technology	\$15,237	\$18,436.77
2.2	Klaipėda University	\$15,237	\$18,436.77
2.3	Lithuanian University of Health Sciences	\$15,237	\$18,436.77
2.4	Vilnius Gediminas Technical University	\$15,237	\$18,436.77
2.5	Vilnius University	\$26,707	\$32,315.47
2.6	Vytautas Magnus University	\$15,237	\$18,436.77
2.7	State Scientific Research Institute Center for Physical Sciences and Technology	\$15,237	\$18,436.77
3	The services of subscription to the <i>Clarivate Analytics</i> online research database <i>Journal and Highly Cited Data</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2024 till 31 December 2024 :		
3.1	Kaunas University of Technology	\$14,861	\$17,981.81
3.2	Klaipėda University	\$9,261	\$11,205.81
3.3	Lithuanian University of Health Sciences	\$9,261	\$11,205.81
3.4	Vilnius Gediminas Technical University	\$14,861	\$17,981.81
3.5	Vilnius University	\$17,694	\$21,409.74
3.6	Vytautas Magnus University	\$9,261	\$11,205.81
3.7	State Scientific Research Institute Center for Physical Sciences and Technology	\$9,261	\$11,205.81
4	The services of subscription to the <i>Clarivate Analytics</i> tool <i>EndNote</i> for the Authorised Users of the LMBA Authorised Institution from 1 January 2024 till 31 December 2024:		
4.1	Vilnius Gediminas Technical University	\$18,000	\$21,780
	<b>TOTAL for year 2024:</b>	<b>\$602,277</b>	<b>\$728,755.17</b>

<sup>1</sup> The Supplier shall indicate the price, VAT inclusive, with regard to the VAT rate indicated under the Table. Should the VAT rate be 0, the price excluding VAT shall correspond to the price including VAT.

**Year 2025**

Item No.	Type of proposed services	Price in USD, VAT exclusive	Price in USD, VAT inclusive <sup>2</sup>
1.	The services of subscription to the <i>Clarivate Analytics</i> online research database <i>Web of Science</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2025 till 31 December 2025 :		
1.1	Kaunas University of Technology	\$52,423	\$63,431.83
1.2	Klaipėda University	\$35,723	\$43,224.83
1.3	Lithuanian University of Health Sciences	\$52,423	\$63,431.83
1.4	Vilnius Gediminas Technical University	\$52,423	\$63,431.83
1.5	Vilnius University	\$121,542	\$147,065.82
1.6	Vytautas Magnus University	\$52,423	\$63,431.83
1.7	State Scientific Research Institute Center for Physical Sciences and Technology	\$35,723	\$43,224.83
2	The services of subscription to the <i>Clarivate Analytics</i> online research database <i>Incites-Benchmarking and Analytics</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2025 till 31 December 2025 :		
2.1	Kaunas University of Technology	\$16,075	\$19,450.75
2.2	Klaipėda University	\$16,075	\$19,450.75
2.3	Lithuanian University of Health Sciences	\$16,075	\$19,450.75
2.4	Vilnius Gediminas Technical University	\$16,075	\$19,450.75
2.5	Vilnius University	\$28,176	\$34,092.96
2.6	Vytautas Magnus University	\$16,075	\$19,450.75
2.7	State Scientific Research Institute Center for Physical Sciences and Technology	\$16,075	\$19,450.75
3	The services of subscription to the <i>Clarivate Analytics</i> online research database <i>Journal and Highly Cited Data</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2025 till 31 December 2025 :		
3.1	Kaunas University of Technology	\$15,678	\$18,970.38
3.2	Klaipėda University	\$9,770	\$11,821.70
3.3	Lithuanian University of Health Sciences	\$9,770	\$11,821.70
3.4	Vilnius Gediminas Technical University	\$15,678	\$18,970.38
3.5	Vilnius University	\$18,667	\$22,587.07
3.6	Vytautas Magnus University	\$9,770	\$11,821.70
3.7	State Scientific Research Institute Center for Physical Sciences and Technology	\$9,770	\$11,821.70
4	The services of subscription to the <i>Clarivate Analytics</i> tool <i>EndNote</i> for the Authorised Users of the LMBA Authorised Institution from 1 January 2025 till 31 December 2025 :		
4.1	Vilnius Gediminas Technical University	\$18,990	\$22,977.90
	<b>TOTAL for year 2025:</b>	<b>\$635,399</b>	<b>\$768,832.79</b>

<sup>2</sup> The Supplier shall indicate the price, VAT inclusive, with regard to the VAT rate indicated under the Table. Should the VAT rate be 0, the price excluding VAT shall correspond to the price including VAT.

## Year 2026

Item No.	Type of proposed services	Price in USD, VAT exclusive	Price in USD, VAT inclusive <sup>3</sup>
1.	The services of subscription to the <i>Clarivate Analytics</i> online research database <i>Web of Science</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2026 till 31 December 2026 :		
1.1	Kaunas University of Technology	\$55,044	\$66,603.24
1.2	Klaipėda University	\$37,510	\$45,387.10
1.3	Lithuanian University of Health Sciences	\$55,044	\$66,603.24
1.4	Vilnius Gediminas Technical University	\$55,044	\$66,603.24
1.5	Vilnius University	\$127,619	\$154,418.99
1.6	Vytautas Magnus University	\$55,044	\$66,603.24
1.7	State Scientific Research Institute Center for Physical Sciences and Technology	\$37,510	\$45,387.10
2	The services of subscription to the <i>Clarivate Analytics</i> online research database <i>Incites-Benchmarking and Analytics</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2026 till 31 December 2026 :		
2.1	Kaunas University of Technology	\$16,879	\$20,423.59
2.2	Klaipėda University	\$16,879	\$20,423.59
2.3	Lithuanian University of Health Sciences	\$16,879	\$20,423.59
2.4	Vilnius Gediminas Technical University	\$16,879	\$20,423.59
2.5	Vilnius University	\$29,585	\$35,797.85
2.6	Vytautas Magnus University	\$16,879	\$20,423.59
2.7	State Scientific Research Institute Center for Physical Sciences and Technology	\$16,879	\$20,423.59
3	The services of subscription to the <i>Clarivate Analytics</i> online research database <i>Journal and Highly Cited Data</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2026 till 31 December 2026 :		
3.1	Kaunas University of Technology	\$16,462	\$19,919.02
3.2	Klaipėda University	\$10,259	\$12,413.39
3.3	Lithuanian University of Health Sciences	\$10,259	\$12,413.39
3.4	Vilnius Gediminas Technical University	\$16,462	\$19,919.02
3.5	Vilnius University	\$19,601	\$23,717.21
3.6	Vytautas Magnus University	\$10,259	\$12,413.39
3.7	State Scientific Research Institute Center for Physical Sciences and Technology	\$10,259	\$12,413.39
4	The services of subscription to the <i>Clarivate Analytics</i> tool <i>EndNote</i> for the Authorised Users of the LMBA Authorised Institution from 1 January 2026 till 31 December 2026 :		
4.1	Vilnius Gediminas Technical University	\$20,034	\$24,241.14
	<b>TOTAL for year 2026:</b>	<b>\$667,269</b>	<b>\$807,395.49</b>
	<b>TOTAL for years 2024-2026:</b>	<b>\$1,904,945</b>	<b>2,304,983.45</b>

<sup>3</sup> The Supplier shall indicate the price, VAT inclusive, with regard to the VAT rate indicated under the Table. Should the VAT rate be 0, the price excluding VAT shall correspond to the price including VAT.

Total price of the Tender, VAT inclusive – 2,304,983.45 USD.

This amount includes all costs and all taxes, as well as the VAT which is equal 400,038.45 USD.

The VAT rate is 21 %.

3. The Supplier shall issue the Invoices for the below indicated amounts payable for the following terms:

3.1. Instalment 1 – from 1 January 2024 till 31 December 2024 – 524,703.72 USD (VAT inclusive), **which represents 72 percent of the amount indicated in the Tender as payable for the year 2024;**

3.2. Instalment 2 – from 1 January 2024 till 31 December 2024 – 204,051.45 USD (VAT inclusive), **which represents 28 percent of the amount indicated in the Tender as payable for the year 2024;**

3.3. Instalment 3 – from 1 January 2025 till 31 December 2025 – 768,832.79 USD (VAT inclusive);

3.4. Instalment 4 – from 1 January 2026 till 31 December 2026 – 807,395.49 USD (VAT inclusive).

4. We confirm that the content and scope of the proposed services comply with the *Requirements for the scope of the services* set forth in Annex 2 Part II of the Contract Documents.

5. We offer to provide the services for the institutions listed in Annex 2, Part III *Authorised Institutions* of the Contract Documents.

6. The Tender shall be valid for the time period set forth in the Contract Documents.

7. The following documents are enclosed to the Tender:

No.	Type of the document	Number of pages in the document
1.	Annex 1 (Form of the Tender)	6
2.	Annex 2 (Specification of the Procurement Object)	6
3.	Annex 4	3
4.	Annex 5	1
5.	Clarivate Analytics (UK) Limited Contact Information	1
6.	Clarivate Analytics (UK) Ltd - HMRC Certificate of Tax Compliance 2023 0807	1
7.	ESPD	24

8. To perform the Agreement, we intend to invoke the following sub-suppliers \_\_\_\_\_ for this part of the Licence Agreement \_\_\_\_\_.

(name and address)

9. The Tender contains the following confidential information\*:

No.	Title of the submitted document or the part thereof
1.	
2.	

*\* To be completed only in the cases when the confidential information is being submitted.*

10. The Supplier shall indicate the data of the following persons:

- the chief executive officer;
- a member of other management or supervisory body or other person (persons) entitled to represent the Supplier or to exercise control over the Supplier, to make decision on its behalf, to conclude a transaction;
- person(s) entitled to draw up and sign the Supplier's financial records;

and shall submit the documents evidencing that neither of the grounds for rejecting the Supplier are applicable in respect to the person (persons) listed in the below table (if any), namely: the judgement of conviction was not passed and became effective within the past five years and this person does not have the unspent or non-expunged conviction, as stipulated by Item 1, Annex 3 of the Contract Documents.

Name, surname	Position
	Secretary
	VP, Treasury

DocuSigned by:  
EDAC3A784545418...

VP Treasury,  
(Name, surname, position and signature of the Supplier or its authorised representative)

ANNEX 2  
to the Contract Documents  
THE SPECIFICATION OF THE PROCUREMENT  
OBJECT

**TECHNICAL SPECIFICATION**

**FOR THE SERVICES OF SUBSCRIPTION TO THE ONLINE RESEARCH  
DATABASES OF  
CLARIVATE ANALYTICS**

*I. Background information*

1. The Lithuanian Research Library Consortium (hereinafter referred to as the LMBA or the Contracting Authority) wishes to procure the access to the Licensed Materials of the research databases of *Clarivate Analytics* for the Authorised Users of the LMBA Authorised Institutions listed in *Part III. Authorised Institutions* herein.
2. During the validity period of the Licence Agreement, a contact person of the Contracting Authority on the issues of the Technical Specification, availability of the access and the databases administration shall be \_\_\_\_\_, Manager of Databases:  
E-mail: [\\_\\_\\_\\_\\_@lmba.lt](mailto:_____@lmba.lt); phone: +370 615 87104  
Lithuanian Research Library Consortium  
Saulėtekio ave. 14  
LT-10223 Vilnius  
Lithuania
3. A contact person of the Supplier on the issues related to the availability of the access shall be indicated in the Supplier's Tender. The information about the contact person appointed by the Supplier shall be copied to the Licence Agreement. The contact information of other persons responsible for technical solutions, statistical data and administration can be sent at the e-mail address indicated herein above. If the data of the Supplier's contact person are changed, the Supplier shall provide in writing the updated information during the reasonable time period after the change of the data.

*II. Requirements for the scope of the services*

4. The Authorised Users of the LMBA Authorised Institutions shall have access to the Licensed Materials of the online research databases of *Clarivate Analytics*:
  - 4.1. *Web of Science* research database, the constituent parts of which are:
    - *Science Citation Index Expanded*,
    - *Social Sciences Citation Index*,
    - *Arts and Humanities Citation Index*,
    - *Conference Proceedings Citation Index (Science + Social Sciences)*.
    - *Book Citation Index (Science + Social Sciences)*
    - *Emerging Sources Citation Index*
  - 4.2. *InCites Benchmarking and Analytics* should provide a dataset consisting of profiles of researchers, organizations, countries, publication sources, research areas, funding agencies and publishers, in the form of graphs and tables, containing data and metrics compiled from

sources such as: Web of Science Core Collection database, Journal Citation Reports, Essential Science Indicator, Pivot RP funding data, external funding sources, a reputation survey conducted by *Clarivate Analytics*; demographic and financial information from the institutions; journal and publication and citation information from the Web of Science. The data should be compiled in a dataset covering data from year 1980 to date and should be refreshed at least twice per year. The data should be presented via reports, tiles, and support custom analysis and exploration.

4.3. *Journal and Highly Cited Data* should provide access to two web products, Journal Citation Reports, and Essential Science Indicators, as part of the Clarivate Analytics Research Analytics solution InCites. Journal Citation Reports® should offer a systematic, objective means to critically evaluate the world's leading journals, with quantifiable, statistical information based on citation data. By compiling articles' cited references, Journal Citation Reports Web should help to measure research influence and impact at the journal and category levels, and should show the relationship between citing and cited journals. Essential Science Indicators should categorize journals from the Web of Science into broad categories, and should identify the most highly and rapidly cited journal publications in each category. Counts of highly cited publications attributed to researchers, institutions and countries should indicate volume and influence of their research activity.

#### 4.4. *EndNote*

EndNote is a research management tool that should provide the ability for users to:

##### A. Collect:

- Search hundreds of online resources to collect references and PDFs. Not less than 12 Million Open Access Records.
- Import the PDFs user has on computer, store, dedupe the PDFS and review them within EndNote.
- PDF Documents within EndNote should be searchable, editable and allow for live communication between users sharing the library.
- Select the reference user wants to find the full text for and let EndNote find them for the user.
- Easily find and fill in missing and incomplete information.
- Automatically find and download full text by searching users subscriptions and full text freely available online.

##### B. Collaborate:

- Share groups, references & documents
- Create a network library and invite users to work with each other on the same library at the same time.
- Share users research with colleagues and collaborate online, via iPad, iPhone.
- Give others Read/Write access to add references to the groups user shares.
- Import the references from someone else's shared group into users library.
- Activity log to allow for usage tracking.
- Group sharing and sub group sharing.
- Read & Read/Write Access features.

##### C. Create:

- Citations should be instantly added as user writes
- Unlimited attachment + reference storage on both desktop and cloud platform.
- Change the styles in a document as many times as needed.
- Format references for any project with 6000+ styles to use.

- Create custom styles with style customization tools.

D. From Anywhere:

- Access and manage users library from users desktop, online, & iPad
  - Accessible from Anywhere - Online access lets user manage users library from any computer.
  - Unlimited storage
  - All users works should be backed up and stored for safe keeping in Clarivate AWS Data Center
  - Full sync between desktop <-> cloud <-> iPhone <-> iPad
5. The content of the Licensed Materials of the databases of *Clarivate Analytics* (except *EndNote*, *Incites- Benchmarking and Analytics*, and *Journal and Highly Cited Data*) to which the online access is being initiated, shall consist of all online publications issued in the chronological order from the latest issues of the current year till the year 1990.
  6. The Authorised Users of the LMBA Authorised Institutions indicated in Part III herein, shall have the online access to the Licensed Materials of the online research databases of *Clarivate Analytics* from 1<sup>st</sup> January 2024 till 31<sup>st</sup> December 2026 (with possibility to opt out in case of no funding for 2025 and/or 2026), 24 hours per day, 7 days per week, including weekends and days-off, except short periods of technical maintenance and repairs service or other unexpected downtime about which, when they are known, the Publisher shall in advance inform the Authorized Users. If an interruption of the access and use of the Licensed Material lasts for more than 5 consecutive days (after the LMBA has notified the Supplier about the lost access), the Supplier will refund the charges in respect of the service for the period of interruption, which shall start after the lapse of five (5) consecutive days (“Period of Interruption”). These are the exclusive remedies available in these circumstances and Supplier will have no further liability to LMBA. No fine will be paid for the accumulating periods of non-continuous interruptions or any interruption caused by any negligence or wilful misconduct by the LMBA or any Authorised Institution or Authorised User.
  7. Upon coming into effect of the Licence Agreement, a Uniform Resource Locator (URL), as well as all other information deemed necessary for the availability of the access to this research databases of *Clarivate Analytics* shall be sent to the Manager of Databases by the e-mail indicated in Item 2 herein.
  8. The Supplier shall make available to the Authorized Institutions COUNTER-compliant usage statistics on at least a quarterly basis.

### III. Authorised Institutions

9. Access to the Licensed Materials listed in Item 4 shall be given to the Authorised Users of the Authorised Institutions by allocating as follows:

<i>Name of database</i>	<i>Authorised Institutions</i>
<i>Web of Science</i>	<ul style="list-style-type: none"> <li>• Kaunas University of Technology</li> <li>• Klaipėda University</li> <li>• Lithuanian University of Health Sciences</li> <li>• Vilnius Gediminas Technical University</li> <li>• Vilnius University</li> <li>• Vytautas Magnus University</li> <li>• State Scientific Research Institute Center for Physical Sciences and Technology</li> </ul>

<i>Name of database</i>	<i>Authorised Institutions</i>
<i>Incites- Benchmarking and Analytics</i>	<ul style="list-style-type: none"> <li>• Kaunas University of Technology</li> <li>• Klaipėda University</li> <li>• Lithuanian University of Health Sciences</li> <li>• Vilnius Gediminas Technical University</li> <li>• Vilnius University</li> <li>• Vytautas Magnus University</li> <li>• State Scientific Research Institute Center for Physical Sciences and Technology</li> </ul>
<i>Journal and Highly Cited Data</i>	<ul style="list-style-type: none"> <li>• Kaunas University of Technology</li> <li>• Klaipėda University</li> <li>• Lithuanian University of Health Sciences</li> <li>• Vilnius Gediminas Technical University</li> <li>• Vilnius University</li> <li>• Vytautas Magnus University</li> <li>• State Scientific Research Institute Center for Physical Sciences and Technology</li> </ul>
<i>EndNote</i>	<ul style="list-style-type: none"> <li>• Vilnius Gediminas Technical University</li> </ul>

10. The online access, including the remote access by the Authorised Users, to the Licensed Materials of the online research databases of *Clarivate Analytics* shall be given to the unlimited number of the concurrent Authorised Users via the servers of the Virtual Library of Lithuania (<http://www.lvb.lt/>) through reputable discoverability service partners indexing portals (such as Primo, <https://knowledge.exlibrisgroup.com/primo>), and the IP addresses of 7 (seven) Authorised Institutions – members of the LMBA set forth in the below Table:

No.	Institution	FTE	Address	IP addresses
1.	Kaunas University of Technology	7343	K. Donelaičio g. 20, LT-44239 Kaunas, Lithuania	193.219.32-36.* 193.219.63.* 193.219.66-71.* 193.219.74.0-191 193.219.154.* 193.219.156-160.* 193.219.170.* 193.219.171.* 193.219.174-175.* 193.219.176.0-127 193.219.184.* 83.171.9-11.* 83.171.15.* 83.171.18.* 158.129.0-31.* 158.129.32-39.* 193.219.170.64- 193.219.170.71 VPN 193.219.170.80-95 VPN 193.219.171.0- 193.219.171.7 Wi-Fi 158.129.40-47.*
2.	Klaipėda University	2263	Herkaus Manto g. 84, 92294 Klaipėda, Lithuania	193.219.76.*

3.	Lithuanian University of Health Sciences	7780	Eivenių g. 6, LT-50162 Kaunas, Lithuania	193.219.37.* 193.219.162.* 193.219.163.* 193.219.180.* 193.219.169.241-245 195.182.67.242
4.	Vilnius Gediminas Technical University	7857	Saulėtekio al. 14, LT-10223 Vilnius, Lithuania	158.129.192-224.*
5.	Vilnius University	23181	Universiteto g. 3, LT-01122 Vilnius, Lithuania	158.129.128.0/24 158.129.129.0/24 158.129.132-140.0/24 158.129.144-152.0/24 158.129.154-161.0/24 158.129.162.1-193 158.129.162.194 (VU VPN) 158.129.162.195-254 158.129.164-166.0/24 158.129.168-170.0/24 158.129.172-173.0/24 158.129.180-183.0/24 193.219.42.0/25 193.219.81.0/27 193.219.81.249/30 193.219.82.224/27 193.219.83.0/24 193.219.86.0/24 (Proxy) 193.219.87.0/24 (Proxy) 193.219.89.0/25 193.219.91.0/25 193.219.94.64/26 193.219.95.128/28 (VU VPN) 193.219.129.128/27 193.219.135.128/29 88.119.140.104 193.219.168.0 – 123 193.219.168.126 – 255 158.129.80-87.*
6.	Vytautas Magnus University	8210	K. Donelaičio g. 52, LT-44244 Kaunas, Lithuania	158.129.48-71.0-255 193.219.164-166.0-255 193.219.172-173.0-255 193.219.190.0-255 193.219.190.175-255 193.219.38.0-255 193.219.64.0-255 193.219.65.176-190 193.219.79.0-255
7.	State Scientific Research Institute Center for Physical Sciences and Technology	363	Savanorių pr. 231, LT-02300 Vilnius, Lithuania	158.129.176.1-254 158.129.177.1-254 193.219.94.203 193.219.59.1-30 193.219.49.161-166 193.219.52.1-254 193.219.74.198 193.219.56.128-255 193.219.139.240-255 193.219.49.112-119

11. Any of the IP addresses indicated in Item 10 herein can be adjusted. The Supplier shall be informed about the adjusted IP address by the Manager of Databases by e-mail by specifying the date of the adjustment of the IP addresses and providing for a time period of at least three business days to make the relevant technical modifications for assuring the access to the Licensed Material at the newly provided IP addresses. Should the IP addresses be adjusted prior to concluding the License Agreement, the new valid IP addresses of the Authorised Institutions shall be entered into the Licence Agreement.