

ORDER FORM

Effective Date : Upon Client Signature

Clarivate Analytics (UK) Ltd ("Clarivate")
Friars House
160 Blackfriars Rd
London SE1 8EZ
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")

Client Address : GEDIMINO AVE 51
VILNIUS, 01109
Lithuania

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 3 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
Web of Science - Conference Proceedings Citation Index (Science + Social Sciences) - Limited License - Subscription	1	Site	Limited License	Jan 1, 2021-Mar 31, 2021	Annual (Net 60)	See Total Fees Below
Journal and Highly Cited Data (JCR + ESI)	1	Site	Limited License	Jan 1, 2021-Mar 31, 2021	Annual (Net 60)	See Total Fees Below
InCites Benchmarking & Analytics	1	Site	Limited License	Jan 1, 2021-Mar 31, 2021	Annual (Net 60)	See Total Fees Below
Web of Science - Social Sciences Citation Index - Subscription	1	Site	Perpetual License	Jan 1, 2021-Mar 31, 2021	Annual (Net 60)	See Total Fees Below
Web of Science - Science Citation Index Expanded - Subscription	1	Site	Perpetual License	Jan 1, 2021-Mar 31, 2021	Annual (Net 60)	See Total Fees Below
Web of Science - Arts & Humanities Citation Index - Subscription	1	Site	Perpetual License	Jan 1, 2021-Mar 31, 2021	Annual (Net 60)	See Total Fees Below
Web of Science - Science Citation Index Expanded - Backfile (1990 - 2020)	1	Site	Perpetual License		Annual (Net 60)	See Total Fees Below
Web of Science - Social Sciences Citation Index - Backfile (1990 - 2020)	1	Site	Perpetual License		Annual (Net 60)	See Total Fees Below
Web of Science - Arts & Humanities Citation Index - Backfile (1990 - 2020)	1	Site	Perpetual License		Annual (Net 60)	See Total Fees Below
Web of Science - Emerging Sources Citation Index (ESCI) - Subscription	1	Site	Perpetual License	Jan 1, 2021-Mar 31, 2021		Not Applicable ¹
Total Fee(s) USD						\$ 121,803.34 (VAT exclusive) \$147,382.04 (VAT inclusive)

The fees of this Agreement for access to the Services (Licensed Materials) and their use of Authorized Institutions are indicated in Annex 3 (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.

¹ Provided to the Client during the Term at no additional cost.



Authorized Institutions and Product details and other conditions indicated in Annex 3 (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 Clarivate Analytics Terms hereto as Annex 1. In a case of contradiction between Order Form and Annexes, Order Form prevails. In a case of contradiction between Annex 1, Annex 2 and Annex 3, Annex 3 prevails.

GOVERNING LAW & JURISDICTION : Lithuanian RENEWAL TERM : Upon mutual written agreement

PRODUCT/SERVICE TERMS : Please refer to Product / Service Terms Annex 2 for products below:

- Benchmarking under the InCites section
 - Journal Citation Reports under the InCites section
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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.

AUTHORIZED SITE(S) :

For the authorized sites, notwithstanding the term set forth on this order form, we will provide you access to your backfile in calendar year 2020 provided the order form has been returned and accepted by us before the end of the year.

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

PERPETUAL: License rights continue in perpetuity unless terminated according to this Agreement.

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

DELIVERY METHOD AND HOST

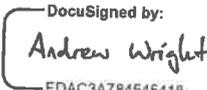
The Delivery method and Host for all Product(s) / Service(s) are Internet and Clarivate, respectively, unless otherwise specified here.

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

Signed on behalf of LITHUANIAN RESEARCH LIBRARY CONSORTIUM
REGISTERED IN LITHUANIA NO 125712273 NON VATPAYER

Signature : 
DocuSigned by:
Andrew Wright
EDAC3A784545418

Signature : 
DocuSigned by:
Emilija Banionyte
2E8078253427469...

Print Name : Andrew Wright

Print Name : Emilija Banionyte

Title : International Controller

Title : President

Date : December 21, 2020 | 11:08:59 AM EST

Date : December 22, 2020 | 2:30:30 AM PST



Annex 1

Clarivate Analytics Terms

These Terms govern your use of the Clarivate Analytics products and services 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"). "We", "our" and "Clarivate" means the Clarivate entity identified in the order form and, where applicable, its affiliates; "you" and "your" means the Client identified in the order form.

Your order form identifies the products and services, the quantities, charges and other details of your order. The order form also refers to documents which may apply to the products or services you selected. The order form, any applicable referenced documents (such as the product/service terms and operational materials), as updated by both parties in written form from time to time and these Terms constitute the complete agreement and supersede any prior discussions or representations regarding your order, unless fraudulent. Other terms and conditions you seek to incorporate in any purchase order or otherwise are excluded.

1. Our products and services

(a) Limited License. Together with our licensors, we maintain all ownership, tangible or intangible, of our products, services, and data. You may access, view, install, use, copy, modify and distribute our property only as expressly specified in the agreement and must promptly notify us if you become aware of any unauthorized use of our property. Each of us shall at all times act in accordance with applicable laws, rules, regulations, export controls and economic sanctions that apply to us in connection with the agreement.

(b) Updates. Our products and services change from time to time. If we fundamentally change the products or services, you may terminate the affected products and services on written notice no later than 30 days after the change.

(c) Passwords. Your access to certain products and services is password protected. You are responsible for assigning the passwords. Sharing passwords is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that our property is secure and inaccessible to unauthorized persons.

(d) Unauthorized Technology. You must not run or install any artificial intelligence, computer software or hardware on our products, services or network; or use any technology to automatically download, text mine or index our data without our prior written consent. Neither of us shall introduce any malicious software.

(e) Usage Information. We may collect information related to your use of our products, services and data. 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 services and to protect and enforce our rights under the agreement, and may pass this information to our third party providers for the same purposes.

(f) Documentation. You may print or download PDF copies of our documentation for use with our products and services. Copies of our property must always include a copyright or proprietary rights notice.

(g) Terms of Use. All users are subject to the licenses and restrictions set out in the agreement and in the End User Terms accessible at: <https://clarivate.com/terms-of-business>.

(h) Third Party Providers. Our products and services may include data, software and services from third parties. Some third party providers require us to pass additional terms through to you. 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 for our products and services visit <https://clarivate.com/terms-of-business>.

(i) Supplemental Technology. You may be required to install supplemental technology prior to accessing our products and services. Additional terms may apply to that technology. If you do not agree with those terms you must promptly notify us and must not download and/or use that technology.

(j) Limitations. Unless expressly permitted elsewhere in the agreement, you may not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer our property in whole or in part, or as a component of any other product, service or material; (ii) use our property to create any derivative works or competitive products; or (iii) allow any third parties to access, use or benefit from our property in anyway

whatsoever. Exercising legal rights that cannot be limited by agreement is not precluded.

2. Information services

(a) License. In the ordinary course of your business you may view, use, download and print our data for individual use and may on an infrequent, irregular and ad hoc basis, 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.

(b) Further Distribution. You may also distribute our data: i) amongst authorized users; ii) to government and regulatory authorities investigating you, if specifically requested; and iii) to persons acting on your behalf, to the extent required to provide legal or financial advice to you, provided they are not competitors of Clarivate.

(c) Attribution. As reasonably required for these purposes, you may quote and excerpt our data in your work, provided you appropriately cite and credit Clarivate Analytics as the source.

3. Installed software

(a) License. You may install our software and documentation only for your own internal business purposes. Software licenses do not include updates (bug fixes, patches, maintenance releases), upgrades (releases or versions that include new features or additional functionality) or APIs unless expressly stated in the order form. Your order form details your permitted installations, users, locations, the specified operating environment and other permissions. You may use our software in object code only. You may make necessary copies of our software only for backup and archival purposes.

(b) Delivery. We deliver our software by making it available for download. You may first need to provide us with certain identifying information about your system administrator and you may be required to confirm availability or installation of our software.

(c) Acceptance. When you download our software and documentation, you are accepting it for use in accordance with the agreement.

4. Clarivate hosted software

(a) License. You may use our hosted software only for your own internal business purposes. Your order form details your permitted users, locations and other permissions.

(b) Delivery. We deliver our hosted software by providing you with online access to it. When you access our hosted software, you are accepting it for use in accordance with the agreement.

(c) Content. Our hosted software is designed to protect the content you upload. You grant us permission to use, store and process your content in accordance with applicable law. Access and use of your content by us, our employees and contractors will be directed by you and limited 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 or unless required by law 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 regulations when we will use our reasonable efforts to provide notice to you.

(d) Security. We will inform you in accordance with applicable law if we become aware of any unauthorized third party access to your content and will use reasonable efforts to remedy identified security vulnerabilities. If your content is lost or damaged, we will assist you in restoring the content to the hosted software from your last available back up copy.

5. Professional services

(a) License. To the extent required for the proper benefit of our professional services, you may use deliverables for your internal business purposes unless otherwise provided in your order form. If deliverables include configuration or modifications to our standard products, services or data, you may use those deliverables in the same way as those products, services or data. You agree deliverables are deemed accepted upon delivery unless agreed otherwise in an order form.

(b) Client Obligations. If you order 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. You must (i) provide detailed, accurate and sufficiently complete information, specifications and instructions; (ii) ensure you are permitted to allow us to use and modify equipment, systems and software; and (iii) perform any additional obligations specified in your order form. We will not be liable under the agreement to the extent our failure is caused by you not performing your obligations on time. If



reasonably requested, you must make authorized personnel available to agree on the impact of any failure or delay by you, and you must not unreasonably withhold or delay your consent to any consequential changes to the agreement. **(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. You must reasonably assist us in assessing your change requests and, if we agree in principle, we will without undue delay prepare a formal change order detailing the scope and impact of the change and any consequential changes required to the agreement for our joint review and approval.

(d) Acquired Knowledge. We may develop future materials and work products which are similar to the deliverables and we may freely use our general knowledge, skills and experience, and any ideas, concepts, processes, know-how and techniques developed by us while performing the professional services, provided we do not use your confidential or other proprietary information.

(e) Site Rules. 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 us in advance.

6. API license

You may use our APIs to enable authorized users to use our products and services in accordance with the agreement in conjunction with your own technology systems provided Clarivate approved accreditations remain visible at all times. Our API keys must not be: (i) shared in any way; (ii) used for multiple interfaces; or (iii) used to create products or services detrimental to Clarivate, our affiliates or third party providers. You must demonstrate interfaced systems if reasonably requested by us.

7. Charges

(a) Payment and Taxes. You must pay our charges and reasonable expenses without deduction within 60 days of the date of invoice, unless otherwise provided on your order form. Payment must be in the currency stated on your order form. 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.

(b) Changes. We may change the charges for our products and services with effect from the start of each renewal term by giving you at least 60 days' written notice.

(c) Excess Use. You must pay additional charges if you exceed the scope of use specified in your order form, based on the rates specified on the order form or our current standard pricing, whichever is greater.

(d) M&A. The charges remain payable notwithstanding your mergers, acquisitions or divestitures. We may change the charges under a limited or perpetual license if your mergers, acquisitions or divestitures give additional access to our products, services or data.

8. Privacy

Each of us will at all times collect, disclose, store or otherwise process personal data in accordance with applicable law, 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 claim, allegation, action, suit, proceeding or litigation with respect to alleged accidental, unauthorized or unlawful destruction, loss, alteration, disclosure or access. Each of us will maintain, and will require any third party data processors to maintain, appropriate physical, technical and organizational measures to protect the personal data. To the extent our products and services give you access to personal data, you agree to only use such personal data the purpose for which we made it available to you and you acknowledge that you are responsible for determining your legal grounds for processing such data. If we process personal data on your behalf as defined by applicable law, we (i) will only retain, use or disclose such data to perform the services under the agreement; (ii) will only process the personal data under your instructions; (iii) will not sell (as defined by applicable law) such personal data; and (iv) to the extent required by applicable law, will enter into any additional agreements for the processing of the personal data. 'Personal data' and 'process' will have the meaning given in the applicable law.

9. Confidentiality

Confidential information received from each other (other than information that is or becomes public or known to us on a non-confidential basis) will not be disclosed to anyone else except to the extent required by law or as necessary to perform the agreement for as long as the information remains confidential. Each of us will use industry standard administrative, physical and technical safeguards to protect the other's confidential information. If a court or government agency orders either of us to disclose the confidential information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. This clause does not apply to the publication of the contract on Central Public Procurement Information system (CVP IS) by you according to the statutory requirements.

10. Audit

(a) Audit Right. 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 us by a third party provider.

11. Warranties and disclaimers

(a) LIMITED WARRANTY. WE WARRANT THAT WE PROVIDE OUR PRODUCTS AND SERVICES USING COMMERCIALY REASONABLE SKILL AND CARE AND THAT OUR SOFTWARE WILL SUBSTANTIALLY CONFORM TO ITS DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. WE DO NOT OTHERWISE WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF OUR PRODUCTS OR SERVICES. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS, THESE WARRANTIES ARE THE EXCLUSIVE WARRANTIES FROM US AND REPLACE ALL OTHER WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS, 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.

(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 AND WE MAY TERMINATE THE AFFECTED SERVICES BY WRITTEN NOTICE TO YOU.

(d) NO ADVICE. WE ARE NOT PROVIDING ANY ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR PRODUCTS, SERVICES OR DATA (INCLUDING PERSONAL DATA AND THE OPINION OF THIRD PARTIES). YOUR INTERPRETATIONS OF OUR DATA AND DELIVERABLES ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. AS SUCH, YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS YOU OR ANY OTHER PARTY ACCESSING THE PRODUCTS, SERVICES OR DATA THROUGH YOU, MAKE IN RELIANCE ON SUCH PRODUCTS, SERVICES OR DATA.

(e) LINKED CONTENT. WE DO NOT ACCEPT ANY RESPONSIBILITY FOR THIRD PARTY CONTENT ACCESSIBLE VIA LINKS IN OUR PRODUCTS OR SERVICES.

12. Liability

(a) Unlimited Liabilities. Neither of us excludes or limits liability 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 special, incidental or exemplary damages, indirect or consequential losses, anticipated savings, lost profits, lost business, lost revenue, lost data or lost goodwill.

(c) Limitation. The entire 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 negligence, will not exceed the amount of any actual direct damages up to the amounts payable in the prior 12 months (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 or service that is the subject of the claim. This clause does not apply to claims for payment, reimbursement or indemnification.

(d) Claims Period. Claims must be brought within 12 months of arising.

(e) No Liability. We will not be responsible if our product or service fails to perform because of (i) your or a third party's technology or network; (ii) your actions or inaction (other than proper use of the product or service), such as failing to follow the usage instructions or adhering to the minimum recommended technical requirements; (iii) changes you make to our product or service; (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 our product or service 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 our product or service as provided by us infringes their intellectual property right and your use of our product or service 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 us in writing of the claim; (ii) supply information we reasonably request; and (iii) allow us 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 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) Your Responsibilities. You are responsible for any violation of law or regulation, or violation of our or any third party rights related to (i) your material or your instructions to us; (ii) your combination of our products, services or other property with any materials; (iii) your modification of any of our property; (iv) your failure to install updates we have provided to you; or (v) your breach of the agreement. You are also responsible for claims brought by third parties receiving the benefit of our products and services through you. You must reimburse us if we suffer losses in the circumstances set out in this clause.

13. Term, Termination

(a) Term. This agreement and each order can only be renewed upon written agreement by both parties. The term and any renewal terms for the products and services are described in your order form.

(b) Suspension. We may on notice suspend or limit your use of our products, services or other property, or terminate the agreement, (i) if required to do so by a third party provider, court or regulator; (ii) if you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) if there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the agreement; or a violation of third party rights or applicable laws, rules or regulations. Our notice will specify the cause of the suspension or limitation and if the cause of the suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the product or service. 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 or service 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 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 this agreement.

(d) Effect of Termination. Except to the extent we have agreed otherwise, upon termination, all your usage rights end immediately and each of us must return all property of the other or destroy it and, if requested, confirm this in writing. Termination of the agreement will not (i) relieve you of your obligation to pay us 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.

14. Force majeure

Each of us performs the agreement subject to interruption and delay due to causes that cannot be reasonably controlled by us, such as 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.

15. 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.

16. General

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

(b) Feedback. Any comments, suggestions, ideas or recommendations you provide related to any of our products or services are our exclusive property.

(c) 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.

(d) Amendment. We may amend this agreement from time to time by giving you at least 30 days' written notice. If we make material changes that adversely affect you, you may request good faith negotiations regarding the amendments. If the amended Terms are not agreed before their effective date, you may terminate the agreement by providing written notice within 5 business days.

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

(f) Non-Solicitation. Clarivate is an independent contractor. You must not directly or indirectly employ or engage or solicit 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.

(g) Headings and Summaries. Headings and summaries shall not affect the interpretation of these Terms.

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

(i) Equitable Remedies. Each of us may seek immediate relief to restrain breaches of the agreement.

(j) Governing Law. The governing law and jurisdiction of the agreement are specified in the order form.

(k) Precedence. In the event of any conflict within the agreement, the descending order of precedence is: clause 1; the order form; the referenced documents; the remaining provisions of these Terms.

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

Last updated: March 2020

Annex 2

PRODUCT / SERVICE TERMS

These Product/Service terms apply to certain products and services 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"). If you have ordered or are accessing a product or service that is not listed below, then this document does not apply to your order. "We", "our" and "Clarivate" means the Clarivate entity that is providing the product(s) or service(s) concerned and, where applicable, its affiliates.

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. **(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. Journal Citation Reports. (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. **(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 Analytics. 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 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 Clarivate Analytics products. For example, "2016 *Journal Citation Reports* (Clarivate Analytics,2017)."

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Annex 3

Tender for the Services of Subscription to the Online Research Databases of Clarivate Analytics (Annex 1 and Annex 2)

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**

03.12.2020

(Date)

London, UK

(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) Ltd
The name, surname and position of the person responsible for the availability of the access	Radek Budzichowski, Country Manager CEE
Phone	+48 691702211
E-mail	radek.budzichowski@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:

Item No.	Type of proposed services	Price in USD, VAT exclusive	Price in USD, VAT inclusive ¹
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 2021 till 31 March 2021 :	\$21,462.00	\$25,969.02
1.1	Lithuanian University of Health Sciences	\$10,731.00	\$12,984.51
1.2	Vytautas Magnus University	\$10,731.00	\$12,984.51
2	The services of subscription to the <i>Clarivate Analytics</i> online research database <i>Web of Science Backfile from 1990</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2021 till 31 March 2021*:	\$89,760.00	\$108,609.60
2.1	Lithuanian University of Health Sciences	\$44,880.00	\$54,304.80
2.2	Vytautas Magnus University	\$44,880.00	\$54,304.80
3	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 2021 till 31 March 2021 :	\$6,581.34	\$7,963.42
3.1	Lithuanian University of Health Sciences	\$3,290.67	\$3,981.71
3.2	Vytautas Magnus University	\$3,290.67	\$3,981.71
4	The services of subscription to the <i>Clarivate Analytics</i> online research database <i>Incites Journal and Highly Cited Data</i> for the Authorised Users of the LMBA Authorised Institutions from 1 January 2021 till 31 March 2021 :	\$4,000.00	\$4,840.00
4.1	Lithuanian University of Health Sciences	\$2,000.00	\$2,420.00
4.2	Vytautas Magnus University	\$2,000.00	\$2,420.00
	TOTAL (1,2,3,4):	\$121,803.34	\$147,382.04

*For the authorized sites, notwithstanding the term set forth on this tender form, we will provide access to the backfile in calendar year 2020 provided the order form has been returned and accepted by us before the end of the year.

Total price of the Tender, VAT inclusive – **\$147,382.04 USD**.

This amount includes all costs and all taxes, as well as the VAT which is equal **\$25,578.70 USD**. The VAT rate is 21 %.

3. The Supplier shall issue the Invoice for the below indicated amount payable for the following term – from 1 January 2021 till 31 March 2021– **\$147,382.04 USD** (VAT inclusive).

4. We confirm that the content and scope of the proposed services comply with the

¹ 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.

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:

NNo.	Type of the document	Number of pages in the document
1.	Specification of the Procurement Object	4 pages
2.	The supplier's oath declaration	2 pages
3.	ESPD	12 pages

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

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

Andrew Wright – International Controller

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

DocuSigned by:
Andrew Wright
EDAC3A784545418...

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 Jevgenija Ševcova, Manager of Databases:
E-mail: jevgenija.sevcova@lnb.lt; phone: +370 5 239 86 84
Lithuanian Research Library Consortium
Gedimino av. 51
LT-01109 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 Science Citation Index*,
 - *Arts and Humanities Citation Index*,
 - *Conference Proceedings Citation Index (Science Edition + Social Science)*.
 - 4.2. *Web of Science Backfile from 1990*, the research database, listed in item 4.1. – archive:
 - Web of Science – Science Citation Index Expanded – Backfiles;

- Web of Science – Social Science Citation Index– Backfiles;
- Web of Science – Arts and Humanities Citation Index– Backfiles.

- 4.3. *InCites Benchmarking and Analytics* should provide a dataset consisting of profiles of institutions, journals, books, proceedings, in the form of graphs and tables, containing data and metrics compiled from three 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.
- 4.4. *InCites 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.
5. The content of the Licensed Materials of the databases of *Clarivate Analytics* (except *Incites-Benchmarking and Analytics*, and *Incites 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 1st January 2021 till 31st March 2021, 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"> • Lithuanian University of Health Sciences • Vytautas Magnus University
<i>Web of Science Backfile from 1990</i>	<ul style="list-style-type: none"> • Lithuanian University of Health Sciences • Vytautas Magnus University
<i>Incites- Benchmarking and Analytics</i>	<ul style="list-style-type: none"> • Lithuanian University of Health Sciences • Vytautas Magnus University
<i>Incites Journal and Highly Cited Data</i>	<ul style="list-style-type: none"> • Lithuanian University of Health Sciences • Vytautas Magnus University

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 2 (two) Authorised Institutions – members of the LMBA set forth in the below Table:

No.	Institution	FTE	Address	IP addresses
1.	Lithuanian University of Health Sciences	7830	Eivenių g. 6, LT-50162 Kaunas, Lithuania	193.219.37.* 193.219.162.* 193.219.163.* 193.219.180.* 193.219.169.241-245 193.219.62.158
2.	Vytautas Magnus University	8044	K. Donelaičio g. 52, LT-44244 Kaunas, Lithuania	158.129.48-71.0-255 193.219.164-166.0-255 193.219.172-173.0-255 193.219.190.0-159 193.219.190.175-255 193.219.38.0-255 193.219.64.0-255 193.219.65.176-190 193.219.79.0-255

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.

