

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

ADDENDUM TO CLARIVATE'S ORDER FORM, STATEMENT OF WORK AND TERMS

THIS ADDENDUM TO CLARIVATE'S ORDER FORM, STATEMENT OF WORK AND TERMS ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Innovative Interfaces, Incorporated, d/b/a Clarivate ("CLARIVATE"), a company authorized to conduct business in the State of Texas (hereinafter each referred to as a "party" or collectively as the "parties").

WHEREAS, subject to the changes herein, the parties have executed and accepted CLARIVATE's Order Form, Statement of Work and Terms (the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of specified license subscriptions and associated services for Fort Bend County Libraries, (collectively the "Services"); and

WHEREAS, County desires that CLARIVATE provide Services as will be more specifically described in this Agreement; and

WHEREAS, CLARIVATE represents that it is qualified and desires to provide such Services; and

WHEREAS, CLARIVATE is the sole source provider of the Polaris platform, databases, and software as indicated by the letter attached hereto as Exhibit "B," and incorporated fully by reference herein; and

WHEREAS, this Agreement is not subject to competitive bidding requirements under Section 262.023 of the Texas Local Government Code because the products and/or services contemplated by this Agreement are being provided by a sole source provider of said products and/or services in accordance with Section 262.024 of the Texas Local Government Code; and

WHEREAS, the following changes are incorporated as if a part of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Term.** The term of the Agreement is effective, beginning July 1, 2025, and shall expire no later November 30, 2030, unless terminated sooner pursuant to the Agreement.

3. **Scope of Services.** Subject to this Addendum, CLARIVATE will provide license subscription access to the Polaris Integrated Library System solution to County as described in the Order Form, Statement of Work, and Terms, attached hereto as Exhibit A, and incorporated by reference.
4. **Payment; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. CLARIVATE may submit invoice(s) electronically in a form acceptable to County via: apauditor@fortbendcountytexas.gov. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.
5. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
6. **Maximum Compensation.** CLARIVATE's fees for the Services shall be calculated at the rate(s) set forth in Exhibit "A" attached hereto. CLARIVATE clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of One Million, Two Hundred Forty Thousand, Five Hundred Nineteen and 77/100 dollars (\$1,240,519.77), specifically allocated to fully discharge any and all liabilities County may incur over the term of this Agreement. CLARIVATE does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that CLARIVATE may become entitled to and the total maximum sum that County may become liable to pay to CLARIVATE shall not under any conditions, circumstances, or interpretations thereof exceed One Million, Two Hundred Forty Thousand, Five Hundred Nineteen and 77/100 dollars (\$1,240,519.77).
7. **Limit of Appropriation.** CLARIVATE understands and agrees that the Maximum Compensation stated above is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the attached Exhibit "A." In no event will the amount paid by the County for all Services under this Agreement exceed this Maximum Compensation without an amendment executed by the parties.
8. **Non-appropriation.** CLARIVATE understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify CLARIVATE in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.

9. **Public Information Act.** CLARIVATE expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by CLARIVATE shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement and this Addendum are not proprietary or confidential information.
10. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless CLARIVATE for any reason are hereby deleted. County agrees to be responsible for County's own actions in using the CLARIVATE tool.
11. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute, or waiver of a right to a jury trial are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by CLARIVATE in any way associated with the Agreement.
12. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, CLARIVATE hereby verifies that CLARIVATE and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
- Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, CLARIVATE does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, CLARIVATE does not boycott energy companies and is authorized

to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.

- d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, CLARIVATE does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in §2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

- 13. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.
- 14. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, CLARIVATE ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
- 15. **Use of Customer Name.** CLARIVATE may use County's name without County's prior written consent only in any of CLARIVATE's customer lists. Any other use of County's name is prohibited, unless approved in advance and in writing by County.
- 16. **Product Assurance.** CLARIVATE represents and warrants that its hardware, software and any related systems and/or services related to its software and/or hardware (collectively, the "Product") furnished by CLARIVATE to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. CLARIVATE will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a claim that the use of CLARIVATE's Product infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and CLARIVATE's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the parties.
- 17. **Conflict.** In the event there is a conflict between this Addendum and the attached Exhibits, this Addendum controls to the extent of the conflict.

18. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
19. **Inspection of Books and Records.** CLARIVATE will permit County, or any duly authorized agent of County, to inspect and examine the books and records of CLARIVATE for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four (4) years.
20. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
21. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
22. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
23. **Compliance with Laws.** CLARIVATE shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. CLARIVATE in providing all Services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
19. **Independent Contractor.** In the performance of work or services hereunder, CLARIVATE shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of CLARIVATE or, where permitted, of its subcontractors. CLARIVATE and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
20. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

21. **Remote Access.** As applicable, if CLARIVATE requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of CLARIVATE's Services, except as otherwise agreed by the parties and approved by the County's Director of Information Technology and Chief Information Officer in writing, the below requirements must be met before CLARIVATE is granted remote access to County Systems:

- (A). CLARIVATE will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advance in writing by the County's Director of Information Technology and Chief Information Officer.
- (B). CLARIVATE will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. CLARIVATE will not access County Systems via unauthorized methods.
- (C). CLARIVATE's remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
- (D). Remote access is restricted only to County Systems necessary for CLARIVATE to provide Services to County pursuant to this Agreement.
- (E). CLARIVATE will allow only its Workforce approved in advance by County to access County Systems. CLARIVATE will promptly notify County whenever an individual member of CLARIVATE's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. CLARIVATE will keep a log of access when its Workforce remotely accesses County Systems. CLARIVATE will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.
- (F). If any member(s) of CLARIVATE's Workforce is provided with remote access to County Systems, then CLARIVATE's Workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
- (G). Failure of CLARIVATE to comply with this Section may result in CLARIVATE and/or CLARIVATE's Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
- (H). For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for CLARIVATE, is under the direct control of CLARIVATE, whether or not they are paid by CLARIVATE and who have direct or incidental access to County Systems.
- (I). For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:

Robyn Doughtie

Robyn Doughtie,
Director of Information Technology and
Chief Information Officer

**INNOVATIVE INTERFACES
INCORPORATED D/R/A CLARIVATE**



Authorized Agent – Signature

Tim McGee

_ Authorized Agent- Printed Name

VP, Sales Operations

Title

June 6, 2025

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 1,240,519.77 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A: Order Form, Statement of Work and Terms

Exhibit B: Clarivate's Sole Source Letter

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Exhibit A


(Clarivate Order Form, Statement of Work, and Terms)



Innovative Interfaces Incorporated ("Clarivate")
789 E. Eisenhower Parkway
Ann Arbor, MI 48108

Order Form:

By signing this Order Form ("Order") you agree to order the Services and for license the Products subject to the Agreement described below and you certify that you are authorized to enter into this Agreement on behalf of the Client effective as of the date of the last signature below.

Client: Fort Bend County	
Authorization by: Innovative Interfaces Incorporated	
Authorization by Client:	
Signature: _____	Signature: 
Duly Authorized Signature	
Name: _____	Name: Tim McGee
Title: _____	Title: VP, Sales Operations
Date Signed: _____	Date Signed: March 31, 2025

Q-00744420

Products (Annually Recurring):

Name	Description	Start Date	Contract Term (months)
Unlimited SIP2 Licenses (Subscription)	Unlimited SIP2 Licenses Unlimited SIP2 licenses enable the library to integrate an unlimited number of devices with Polaris using SIP2. SIP2 is required for any 3rd party hardware connecting to Polaris for the purpose of Polaris transactions e. g. 3rd Party self-checkout, sorters, etc.	On completion	60
Library Experience Essentials Single for Polaris	Bundle - The Library Experience Essential Bundle includes the Polaris Suite, Unlimited Polaris Staff Licenses, 30 SIP2 Licenses for Polaris, Polaris ZMARC Auto Authority, Hosting for Polaris, Vega	On completion	60

	Discover Premium, 5 ExpressCheck Licenses, and Innovative Mobile with Self Check Out.		
Vega Discover Premium - Essentials Polaris	Bundle - Vega Discover Premium - Essentials Polaris Vega Discover Premium - Essentials Polaris	On completion	60
Innovative Mobile Self Check Out - Essentials Polaris	Bundle - Innovative Mobile Self Check Out - Essentials Polaris Innovative Mobile Self Check Out - Essentials Polaris - Includes Polaris Training/Test Server	On completion	60
Polaris SMS (Out and In)	Bundle - Polaris SMS (Out and In) Polaris SMS (Out and In)	On completion	60
Total Price for Year 1: 221,053.00 USD			

Services (One Time):

Name	Description
Polaris - Essentials - Implementation (Subs Service)	Polaris - Essentials - Implementation Polaris - Essentials - Implementation
Training Server Build Polaris (Subs Service)	Training Server Build Polaris Training Server Build Polaris
Vega Discover Premium LXE - Polaris - Implementation (Subs Service)	Vega Discover Premium LXE - Polaris - Implementation Vega Discover Premium LXE - Polaris - Implementation
Innovative Mobile Self Check Out LXE - Polaris - Implementation (Subs Service)	Innovative Mobile Self Check Out LXE - Polaris - Implementation Innovative Mobile Self Check Out LXE - Polaris - Implementation
Polaris SMS (Out and In) Implementation (Subs Service)	Polaris SMS (Out and In) Implementation Polaris SMS (Out and In) Implementation
Total Price: 29,025.00 USD	

- Start Date for new product(s) being purchased will commence following implementation.
- Statement of Work is attached for Services Orders.
- Payment terms are Net 30. If applicable, fees will be co-termed to align your billing to the same term.
- Fees that have been previously paid will be prorated and applied to the total fees payable under this Order.

Renewal Term:

For annually recurring products it will auto renew for consecutive 12-month terms following the expiration of the five-(5) year overall contract term as set out herein ("Initial Term") unless either party provides at least ninety (90) days' notice of non-renewal before the end of the then current term. During the Initial Term, Innovative will have the right to increase rates for services being renewed by a maximum percentage equivalent to 3.5% over the previous year and by up to 5% each year thereafter.

Product Terms:

GOVERNING LAW & JURISDICTION State of Texas

GOVERNING TERMS: The products and services attached hereto for:

- The Clarivate Terms;
- The Product/Service Terms for Innovative; and
- If applicable, the Innovative Subscription and Perpetual Software Subscriptions Operational Terms

Additional Information

Year 1 Interim - 07/01/25 - 12/1/25 assuming a go live of July 1 (subject to change)

Full Year 1 begins 12/1/25

07/01/25 - 11/01/25 Not to exceed \$26,105.60 plus the one-time implementation cost of \$29,025 - **\$55,130.60**

5 year not to exceed:

12/1/25 - 11/30/26	\$221,053.00
12/1/26 - 11/30/27	\$228,789.86
12/1/27 - 11/30/28	\$236,797.50
12/1/28 - 11/30/29	\$245,085.41
12/1/29 - 11/30/30	\$253,663.40

Taxes: Except to the extent that you are tax-exempt as to the tax in question, Client will pay all sales, use and other taxes imposed by any applicable laws and regulations as a result of the payments under this agreement, including but not limited to: Canadian Goods and Services Tax ("GST"), Canadian Harmonized Sales Tax ("HST"), Canadian Provincial Sales Tax ("PST") and/or other transaction tax (Collectively "Excise Tax"). When applicable, these tax amounts will be reflected on invoices to Client.

Legal Notice Information

Client Entity: Fort Bend County

Client Legal Address: 301 Jackson Street, Richmond, TX, USA 77469

Billing Information: Please review your billing address to ensure its accuracy.	Shipping Information: Please confirm the shipping address is accurate.
Fort Bend County 301 Jackson Street, Richmond, TX, USA 77469	Fort Bend County 301 Jackson Street, Richmond, TX, USA 77469
Electronic Invoice Recipient(s):	Electronic Renewal Recipient(s):
IT_Invoices@fortbendcountytexas.gov	IT_Invoices@fortbendcountytexas.gov
<i>If your subscribing institution requires the use of Purchase Orders, please indicate below.</i> Purchase Order #: n/a Billing Information Notes	Tax Registration Number # If tax exempt, please include copy of supporting documentation with signed agreement or email a copy to tax.certificates@clarivate.com
<i>Invoices will be emailed to the bill to-contact and renewals will be emailed to the ship-to-contact. If your institution is unable to accept electronic invoices, please check this box:</i> <input type="checkbox"/>	

Statement of Work

This Statement of Work (the “SOW”), dated March 31, 2025, is entered into pursuant to the Order Form between Fort Bend County and Innovative Interfaces Incorporated (“Innovative”) effective as of March 31, 2025 (the “Agreement”). Innovative and Fort Bend County may each be referred to as “Party” from time to time or collectively as “Parties”.

A. Purpose of this Statement of Work

The SOW provides an overview of the scope of the project and fees to complete the engagement based on Innovative’s prior experience with similar projects and preliminary discussions with the Client. The Client hereby acknowledges that the SOW is not meant to capture all detailed requirements but documents the high-level requirements and implementation approach discussed and that additional detailed requirements discussions will be required to outline the full scope of work between the Parties.

B. Project Scope of Services

The Scope of the project includes the following set of professional services:

1) ***Polaris Hardware Migration to Hosted – Production + Training***

- a) The Polaris Support Engineer works with Cloud Ops to identify the AWS facility to be used, then builds the required virtual machines with sufficient processing capacity (memory, processors, storage), assigns IP addresses, installs the OS and configures it to work with Polaris.
- b) The Polaris Support Engineer ensures there is a successful full backup saved, then uploads the appropriate version of the Polaris ILS software and configures it per the Client’s requirements.
- c) A “test load” copy of the Client’s data is loaded into the new environment.
- d) The Client has a period of time to access and test against the new environment to ensure all of the modules they use work as expected.
- e) Upon the pre-negotiated Go Live date, a final load of the customer database is moved to the new production server and all systems are restarted.
- f) The Polaris Support Engineer performs QA to ensure the system is functioning as expected and turns the system over to the Client for the QA they may wish to conduct.
- g) The Polaris Support Engineer is available to resolve any post-migration issues that may arise.
- h) Hardware migration is complete.

C. Innovative Services Team

The Services Team will have the following resources available for this project:

1. Polaris Support Engineer: The Polaris Support Engineer performs the staging, installation and migration of your system.

D. Client Implementation Team

1. Librarian Lead – Works closely with the Project Manager to ensure requirements are comprehensive and representative of the needs of the Library. The Librarian Lead will coordinate with key members of the team as required.

2. Technical Lead – Will be responsible for assisting with Client responsibilities related to server access as well as any other system-level duties required by the Client.

E. Implementation Assumptions

1. The timeline for the completion of this project will be established through joint planning conversations between the client and Innovative during the initial stage of the project.
2. Innovative needs 24x7 Internet access to the legacy environment throughout the course of this project.
3. The Client will provide a technical point of contact who is able to provide, or coordinate access to, necessary information and library resources. This includes information related to server access, collecting and providing any prerequisite information required to support installation and configuration of software, and other needs that may arise during the project.
4. The Client will have adequate resources available to ensure timely completion of any library tasks outlined in the project schedule including prompt acceptance of data migration.

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B. Project Scope of Services

The Scope of the project includes the following set of professional services:

1. *Vega Premium Implementation*

Implementation duration is expected to be 12 (twelve) weeks from commencement of work. If the Client would like to extend the Implementation timeline beyond the agreed upon duration, negotiation regarding the extended schedule and related costs will be conducted.

a) Innovative will install Vega Discover+ software.

Specified work includes, where necessary:

- 1) Project management
- 2) Requirements consultation between the Client and Innovative
- 3) Post-implementation testing
- 4) Remediation of post-implementation issues, found during Innovative testing or found by the Client during the implementation period
- 5) Minimum scope of service to include:
 - Provisioning of a single production Vega Discover environment, and connection to the Client’s production ILS
 - Synchronization of production ILS and Vega Discover databases
 - Configuration training for Vega Discover
 - Product Overview
 - Access to recorded training sessions and other online resources
 - Consultation on Best Practices
 - Publishing of 1st Guide

No work will be performed on the Client’s production environment without prior notification to, and approval from, the Client. Work will be performed in pre-specified maintenance windows, as agreed upon in advance between the Client and Innovative.

Any requested work, outside of the specifications listed above, will be quoted at an additional cost, and written approval must be provided by the Client before work can proceed.

C. Innovative Services Team

The Services Team will have the following resources available for this project:

1. Project Manager: Project Managers have years of project management experience and have implemented library systems for many libraries.
2. System Engineer: System Engineers work with the Client on ILS setup and configuration as well as installations, network connections, and infrastructure configuration.
3. Trainer/Consultant: Trainers work with the Client to ensure an understanding of the configuration and use of the software.

D. Client Implementation Team

1. Technical Lead: Will be responsible for assisting with Client responsibilities related to the installation and any other system-level duties required by the Client.

E. Implementation Assumptions

1. The Client's production ILS environment must be running the current General Availability ("GA") version of the software, or later.
2. The Client will have adequate resources available to ensure timely completion of any library tasks outlined in the project schedule.
3. The Client will provide a technical point of contact who is able to provide, or coordinate access to, necessary information and Client resources. This includes information related to server access, collecting and providing any prerequisite information required to support installation and configuration of software, and other needs that may arise during the project.

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B. Project Scope of Services

The Scope of the project includes the following set of professional services:

1. *Innovative Mobile App Implementation*

Innovative Services Team (“Services Team”) will work with the Client to configure, install, and test a customized Innovative Mobile application (“App”) for the Client.

NOTE: Some services specified in this SOW will be performed by third-party vendor Solus (“Solus”), including creation of customized App for the Client, and publishing of App to specified online app stores.

Specified work includes:

- a. Project management
- b. Project kickoff between Services Team and Client
- c. Creation and configuration of Client instance on Innovative Mobile Content Management System (“CMS”) for a single production environment
- d. Custom App development
- e. Publishing of App to Apple and/or Google app stores
- f. Liaison with Solus
- g. Post-implementation testing
- h. Remediation of post-implementation issues found during testing

The Services Team will work with the Client to deliver self-check functionality as specified in the Contract.

Specified work includes:

- a. Configuration of Innovative Mobile Content Management System to enable self-checkout.

C. Services Team

The Services Team will have the following resources available for this project:

1. Project Manager: Responsible for coordination of schedule and App delivery with the Client, consultation on App configuration requirements, consultation on available App customization, and liaison with Solus as necessary.
2. System Engineer: Responsible for creation of Client configuration in the Innovative Mobile Content Management System (CMS), and configuration of the ILS as required.

D. Client Implementation Team

1. Technical Lead: Will be responsible for assisting with Client responsibilities related to the installation and any other system-level duties required by the Client, and coordinating/providing all Client responsibilities identified in Implementation Assumptions.

E. Implementation Assumptions

1. The Client will have adequate resources available to ensure timely completion of any Client tasks outlined in the project schedule.
2. The timeline for the completion of this project will be established through joint planning conversations between the Client and Innovative during the initial stage of the project.
3. The Client shall be responsible for:
 - a. Participating in project kickoff and assisting in establishing project schedule.
 - b. Providing images for App customization.
 - c. Applying for Apple Developer account, and providing app publishing credentials to Innovative Services team
 - d. Providing the Services Team with required profile and configuration information, in an App configuration questionnaire and App configuration spreadsheet to be provided by Services Team.
 - e. Testing App download from Apple and Google app stores, and testing App for proper appearance, functionality, and configuration.
 - f. Providing the Services Team with required information on the Client's barcode symbologies, necessary for configuration of Barcode Selfcheck in the App.
4. The Client must establish an Apple Developer Program account in order for Innovative to publish app to the Apple store. This account will be used by Innovative for publishing the Client's iOS app to the Apple store. This account must be maintained throughout the duration of the Client's Innovative Mobile contract. If the Client does not establish an Apple Developer Program account, Innovative will no longer be responsible for publishing the app to the Apple store.
5. Client Implementation will be determined to be live upon the earlier of acceptance or two (2) weeks of the app in the test flight environment.

Statement of Work

This Statement of Work (the “SOW”), dated March 31, 2025, is entered into pursuant to the Order Form between Fort Bend County and Innovative Interfaces Incorporated (“Innovative”) effective as of March 31, 2025 (the “Agreement”). Innovative and Fort Bend County may each be referred to as “Party” from time to time or collectively as “Parties”.

A. Purpose of this Statement of Work

The SOW provides an overview of the scope of the project and fees to complete the engagement based on Innovative’s prior experience with similar projects and preliminary discussions with the Client. The Client hereby acknowledges that the SOW is not meant to capture all detailed requirements but documents the high-level requirements and implementation approach discussed and that additional detailed requirement discussions will be required to outline the full scope of work between the Parties.

B. Project Scope of Services

The Scope of the project includes the following professional services:

Innovative will perform the installation and implementation of Polaris SMS Alerts functionality for the Client. A description of SMS alerts functionality is provided in **Exhibit A** of this SOW.

Services to be performed include:

- Project management for the installation and configuration of SMS, including project scheduling, project risk management and mitigation, liaison with the Client, provisioning and coordination of Innovative resources, and ensuring tracking and timely completion of project tasks.
- Product profiling and configuration, including consultation with the Client on desired configuration points, and entry and verification of profile and configuration.
- System engineering, including software installation, ensuring correct integration with the Polaris integrated library system software, upgrade and reconfiguration of any installed Polaris components upon which the SMS product depends, and technical liaison with the Client.
- Testing of the SMS software, with the assistance of the Client, to ensure that it is functioning as designed.

C. Innovative Services Team

The Services Team will have the following resources available for this project:

1. System Engineer: The System Engineer(s) shall work with the Client on software setup and configuration as well as installations, network connections, and infrastructure configuration.
2. Project Manager: The Project Manager is assigned to provide project management, resource management, risk mitigation and issue management. The Project Manager is the single point of contact throughout the implementation to coordinate work plans, schedules, and teams’ work. The Project Manager will manage day-to-day operational aspects and ensure deliverables are met within a timely manner and according to the mutually agreed project plan.

D. Client Implementation Team

1. Librarian Lead – Works closely with Consultant to ensure requirements are complete and representative of the needs of the Library. The Librarian Lead will coordinate with key members of the team as required.
2. Technical Lead – Will be responsible for assisting with Client responsibilities related to system-level duties required by the Client.

E. Implementation Assumptions

1. During and after implementation of SMS, the Client may identify software defects, or additional desired functional requirements. The Client shall be responsible for working within Innovative's normal established support and enhancement request processes to report issues or provide input on additional desired functional requirements.
2. The Client must provide the SMS configuration and profiling information specified in **Exhibit B**. The Client will use settings which are closest to what they currently have in place with their existing notification system. The Polaris SMS configuration and profiling information can be summarized as:
 - i. Confirmation of which notices the library will export for SMS.
 - ii. Complete text for each SMS message that will be used. Up to 100 individual branch Hold Pickup messages may be configured within the scope of this SOW. Any branches added after completion of Services will be subject to a new SOW. Changes to messages after configuration may incur additional charges. For example, "You may pick up %%count%% book(s) at %%branch%% until %%date%%."
 - iii. The Client must allow outbound FTP (for transmission of the notice files) and inbound PAPI connections (for posting notices to the database).
 - iv. Any additional information necessary to complete installation and implementation.



Clarivate Terms

These Terms govern your use of the Clarivate products, services, and other deliverables ("**Products**") that you install or access through our platform(s) or website(s), or are otherwise identified in your order form, statement of work, quotation or other ordering document (each referred to as an "**Order**"). "**We**", "**our**" and "**Clarivate**" means the Clarivate entity identified in the Order; "**you**" and "**your**" means the Client entity identified in the Order.

The Order, any product/service specific terms and conditions and other applicable documents referenced in the Order or these Terms, as updated by Clarivate from time to time, constitute the complete agreement between us ("**Agreement**"), and supersede any prior discussions or representations regarding your Order, unless fraudulent. Other terms and conditions you seek to incorporate in any purchase order or otherwise, even where such document is signed by Clarivate as a courtesy, are excluded, and your use of the Products confirms your acceptance of these Terms. Your continued access, renewal, payment and/or use of the Products constitute your acknowledgment and acceptance of the latest version of these Terms.

1. Our Products and Services

(a) Orders. Your Order identifies the Products, quantities, relevant license and restrictions, fees and charges, permitted users ("**Authorized Users**") and other relevant details of your Order.

(b) Intellectual Property. Together with our licensors, we retain all ownership of and all rights in the Products (including any underlying software, data models, databases or data sets), any pre-existing codes, content, methodologies, templates, tools or other materials used in performing services, and any configurations, modifications or derivatives thereto (collectively "**Clarivate IP**"). Clarivate IP constitutes our valuable intellectual property, confidential information and trade secrets, and you may only use it as expressly permitted in the Agreement. You must promptly notify Clarivate if you become aware of any unauthorized use of Clarivate IP.

(c) Compliance. Clarivate and you shall act at all times in accordance with the laws, rules, regulations, export controls and economic sanctions as they apply to such party in connection with its obligations under the Agreement ("**Applicable Laws**").

(d) Updates. The Products change from time to time. If we fundamentally change the Products in a way which materially impairs your usage of the Products, you may terminate the affected Products on written notice no later than 30 days after the change.

(e) Passwords. Your access to certain Products may require authentication (e.g. a password). Sharing passwords or facilitating access to unauthorized users is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that Clarivate IP is secure and inaccessible to unauthorized persons.

(f) Usage information. We may collect information related to your use of our Products. We may use this information for legitimate business reasons including without limitation to recommend products, services or functionality that may interest users, to test and improve our Products and to protect and enforce our rights under the Agreement, and may pass this information to our third party providers for the same purposes.

(g) Feedback and knowledge. Where you provide any comments, recommendation, suggestion or ideas, or any other feedback related to Clarivate IP ("**Feedback**") we may use and exploit such Feedback without restriction or obligation to you and you will not obtain any rights in Clarivate IP. We may freely use our general knowledge, skills and experience, and any ideas, concepts, processes, know-how and techniques developed by Clarivate while providing any Products (including professional services), provided we do not use your confidential or other proprietary information.

(h) Documentation. You may print or download PDF copies of user guides, online help, release notes, training materials and other documentation provided or made available within the Products or published online, as updated from time to time ("**Documentation**") for your internal use with the Products, provided all copyright or proprietary rights notices are retained.

(i) Third party providers. The Products may include data, software and services from third parties. Some third party providers require Clarivate to pass additional terms through to you, and you must comply with these additional terms as applicable. The third party providers change their terms occasionally and new third party providers are added from



time to time. To see the current third party additional terms that apply to your use of our Products visit <https://clarivate.com/legal-center/terms-of-business/third-party-terms/>

2. Your Obligations

(a) Limited license. You may only use the Products in accordance with the applicable license set out in Sections 3 to 6, the relevant product/service terms referenced on the Order, and the Documentation. You are responsible for all acts or omissions of your users in connection with the Products, and ensuring users comply with these terms.

(b) Your content. You retain ownership of your pre-existing content, data and materials that you provide to us, or use with the Products ("**Content**"). You hereby grant Clarivate a license to use your Content as required by Clarivate to provide you with the Products (including right to sublicense the same to our subcontractors, as required). You must (i) ensure your Content does not infringe third party rights or any Applicable Laws; and (ii) notify Clarivate in advance before transmitting to us, and clearly mark, any of your Content that contains restricted data, including the jurisdiction and classification under applicable export control laws. Restricted data may include any information, data, or source code that is on an export controls list or equivalent list of any applicable jurisdiction or that is related to weapons, military/defense, intelligence, or law enforcement; aerospace or subsea technologies; cryptography, encryption, or cybersecurity tools; advanced or cutting-edge items or technologies; or items that could pose a danger to health or safety. Unless your Order includes backup services, we disclaim all responsibility for backing up your Content.

(c) General obligations. You must (i) ensure we have up-to-date contact and billing information for your Order; (ii) provide detailed, accurate and sufficiently complete information, specifications and instructions in a timely manner; (iii) ensure you are permitted to allow Clarivate to use and modify your equipment, systems, software and Content, as required to provide the Products; (iv) maintain then-current minimum technical requirements to access the Products, as applicable; and (v) perform any additional obligations specified in your Order. If reasonably requested, you must make authorized personnel available to agree on the impact of any failure or delay by you to comply with these requirements, and you must not unreasonably withhold or delay your consent to any consequential changes to the Agreement.

(d) Third-party technology. You may only integrate our software with, or access our data from, third-party software, systems, platforms or products ("**Third Party Technology**") as permitted by the Agreement. You are responsible for procuring, maintaining and complying with any necessary license for the Third Party Technology (which is independent of the Agreement and your license to the Products).

(e) Restrictions. You must not (i) introduce any malicious software into Clarivate IP or network; (ii) run or install any computer software or hardware on the Products or network; (iii) scrape data from the Products; or (iv) disable or bypass any functionality or restrictions within the Products.

(f) Artificial Intelligence. Unless expressly permitted under a mutually agreed Artificial Intelligence Addendum or other written agreement with us, you must not use and access the underlying Clarivate proprietary data from the Products: (i) with any of your technology platforms or systems, in a manner which includes or involves your application of artificial intelligence, such as generative artificial intelligence, machine learning, algorithms or language models ("**AI Technologies**"); or (ii) to generate any content, such as code, languages, software, services, text, voice, audio, graphics, illustrations, workflows, images, videos or other outputs, in any form or media.

(g) Limitations. Unless expressly permitted elsewhere in the Agreement, you may use the Products for your internal use only and shall not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, transform, reverse engineer, benchmark, frame, mirror, translate or transfer Clarivate IP in whole or in part, or as a component of any other product, service or material; (ii) create a derivative database or otherwise access and use Clarivate IP to create any derivative works, services or products (including tools, algorithms or models) that compete with or provide a substitute for a product offered by Clarivate or its third party providers; (iii) perform penetration testing; (iv) perform any text or data mining or indexing of the Products or any underlying data (v) use the Products or underlying data in conjunction with any third-party technology or (iv) allow any third parties or unauthorized users to access, use or benefit from Clarivate IP in any way whatsoever. For the avoidance of doubt, the exercise of legal rights that cannot be limited by agreement under applicable laws is not precluded.

(h) Your Responsibilities. You are responsible for any violation of Applicable Laws or regulation, or violation of our or any third party rights (including unauthorized use) related to (i) your Content or your instructions to us; (ii) your



combination or modification of Clarivate IP, or use with any other materials; (iii) your failure to install updates we have provided to you; or (iv) your breach of the Agreement. You are also responsible for Claims brought by third parties receiving the benefit of the Products through you. If you use the Products in breach of Sections 2 (e) or (f) you must delete or destroy any infringing material on our request. You must reimburse Clarivate if we incur costs or suffer losses in the circumstances set out in this Section.

3. Information Services

(a) Definition. “**Information Services**” means a product providing data, metadata, metrics, charts, graphs, literature or other information in any form (collectively “**Licensed Information**”), including via a Clarivate-provided tool, algorithm, process, web platform, an API, a data feed, custom dataset or syndicated report.

(b) License. Your Authorized Users may use the Information Service solely for internal analysis and research purposes. Where an Information Service is available via a Clarivate-provided web platform, subject to the Product functionality, Authorized Users may view, download and print reasonable amounts of the Licensed Information for their own individual use. We determine a “reasonable amount” of Licensed Information by comparing user activity against the average activity rates for all other users of the same product.

(c) Distribution. Authorized Users may on an infrequent, irregular and ad hoc basis, distribute limited extracts of the Licensed Information internally to non-authorized users as incidental samples or for illustrative or demonstration purposes in reports or other documentation created in the ordinary course of their role. We determine a ‘limited extract’ as an amount of Licensed Information that has no independent commercial value and could not be used as a substitute for any service or product (or a substantial part of it) provided by us, our affiliates or third party providers. Licensed Information may also be distributed: (i) amongst Authorized Users; (ii) to government and regulatory authorities investigating you, if specifically requested; (iii) to persons acting on your behalf, to the extent required to provide legal or financial advice to you, and (iv) to third parties upon execution of a written agreement between Clarivate and the third party. You are responsible for ensuring use by such persons complies with the terms of this Agreement. For clarity, consent is not required for hosting services which host our Licensed Information solely on your behalf; provided, however that such third party shall in no way access or use the data for any purpose.

(d) Attribution and representation. Where users quote and excerpt Licensed Information in their work as permitted by the Agreement, they must appropriately cite and credit Clarivate as the source. Attribution to Clarivate and use of the Licensed Information must not categorize or identify Clarivate as an ‘expert’ in any context and to ensure Licensed Information is not misrepresented or taken out of context. Without our prior written consent, the Licensed Information shall not be filed with any securities authorities.

4. Installed Software

(a) Definition. “**Installed Software**” means software which is downloaded to or implemented on your servers.

(b) License. You may install Installed Software only for your internal user. Software licenses do not include updates (bug fixes, patches, maintenance releases), upgrades (releases or versions that include new features or additional functionality), APIs or Professional Services unless expressly stated in the Order. Your Order details your permitted installations, users, locations, the specified operating environment and other permissions and restrictions. You may use Installed Software in object code only. You are responsible for backups and may only make necessary copies of the Installed Software for such purposes.

(c) Delivery. Unless stated otherwise in your Order, we deliver Installed Software by making it available for download. You may first need to provide Clarivate with certain identifying information about your system administrator and you may be required to confirm availability or installation of our software.

(d) Acceptance. Unless set forth otherwise in an Order, when you download Installed Software and Documentation, you are accepting it for use in accordance with the Agreement.

5. Hosted Software

(a) Definition. “**Hosted Software**” means our software applications made available to you via the internet.

(b) License. You may use our Hosted Software only for your internal use. Your Order details your Authorized Users, locations and other permissions and restrictions. Software licenses do not include updates (bug fixes, patches,



maintenance releases) or upgrades (releases or versions that include new features or additional functionality), unless you are on a multi-tenant solution or where you have purchased maintenance including such services.

(c) Delivery. We deliver our Hosted Software by providing you with online access to it. Unless set forth otherwise in an Order, when you access our Hosted Software, you are accepting it for use in accordance with the Agreement.

(d) Content. You grant Clarivate permission to use, store and process your Content. Access and use of your Content by us, our employees and contractors to the extent necessary to deliver the Hosted Software, including training, research assistance, technical support and other services. We will not disclose your Content except to support the Hosted Software, unless required by Applicable Laws (when we will use our reasonable efforts to provide notice to you). We may delete or disable your Content if required under Applicable Laws or where such Content violates the Agreement (and we will use our reasonable efforts to provide notice to you of such action). You may export your Content prior to termination or, where Content cannot be exported and is accessible by us, we may, at your cost and upon execution of an Order for such services, provide you with a copy of such Content.

(e) Security. We will inform you in accordance with Applicable Laws if we become aware of any unauthorized third party access to your Content and will use reasonable efforts to remedy identified security vulnerabilities. Our Hosted Software is designed to protect your Content, however, unless set forth otherwise in your Order, you are responsible for maintaining backups of your Content. If your Content is lost or damaged due to our breach, we will assist you in restoring your Content to the Hosted Software from your last available back up copy.

6. Professional Services

(a) Definition. "Professional Services" means any professional services, including but not limited to implementation, customization, configuration, transition services, administrative services, consulting services, screening, search and analytics services, and watch services to be provided by Clarivate.

(b) License. Unless otherwise set out in the Order, you will own the deliverables set out in the Order, provided that (i) we retain all intellectual property rights in and to the Clarivate IP and you receive a license to use the Clarivate IP solely to the extent necessary to utilize the deliverables for your internal use; and (ii) if the deliverables include any configurations or modifications to our pre-existing products (including but not limited to implementation services and custom datasets) we retain all intellectual property rights in and to such deliverables, and you receive a license to use them in the same way as you are licensed to use the relevant Product. You agree deliverables are deemed accepted upon delivery unless agreed otherwise in an Order.

(c) Changes. Either of us may make written (including email) requests to change any aspect of the Professional Services, provided that no change will take effect unless and until we have each signed a formal change order setting out the impact of the change and any consequential changes required to the Agreement. Neither of us will unreasonably withhold our agreement to a change.

(d) Access. As required for Clarivate to perform the relevant Professional Services, you must provide reasonable access to your sites, equipment and systems and ensure the health and safety of our personnel on your premises and full cooperation from your qualified and experienced personnel as reasonably required. We will take reasonable steps to ensure that while on your site our personnel comply with reasonable security, health and safety and confidentiality requirements that are notified to Clarivate in advance.

7. APIs and Data Feeds

(a) Information Services. Where we make Licensed Information available to you via API or a data feed, the Information Service terms (Section 3 above) apply to the data you receive. You must ensure that the Licensed Information remains behind your firewall and is only accessible to your Authorized Users. If we deliver Licensed Information via a data feed, you are responsible for loading and maintaining Licensed Information in a timely manner into your data stores. If we make an API available to you, you may use our APIs to query the applicable Information Service and display Licensed Information to Authorized Users within your own technology systems. Clarivate approved accreditations must remain visible at all times.



(b) **Software.** Clarivate may make APIs available to you to configure our Hosted Software and Installed Software (collectively “**Software**”) or otherwise allow our Software to interoperate with third-party programs or services (“**Client Configurations**”). Such APIs may only be used with the associated Software and in accordance with the applicable Documentation and/or terms of use. We disclaim all liability for Client Configurations.

(c) **Keys.** Our API and data feed keys must not be: (i) shared in any way; (ii) used for multiple interfaces; or (iii) used in any way that mimics any material functionality of any Products developed or marketed by Clarivate, or would reasonably be deemed competitive to any Products offered by Clarivate, our affiliates or third party providers. You must demonstrate interfaced systems if reasonably requested by us.

8. Charges

(a) **Payment and taxes.** You must pay our charges and reasonable expenses, together with any applicable taxes, without deduction within 30 days of the date of invoice, unless otherwise provided on your Order. Payment must be in the currency stated on your Order. We may levy a service charge of 1% per month or the highest lawful interest rate (whichever is lower) for late payment plus our reasonable collection costs, including attorneys’ fees. Our fees are exclusive of tax, and shall be paid by you free and clear of all deductions or withholdings provided, if you are required by law to deduct or withhold you will be responsible for paying to Clarivate such additional amount as will, after such deduction or withholding has been made, leave Clarivate with the same amount as we would have been entitled to receive in the absence of any such requirement to make a deduction or withholding. Invoice disputes must be notified in writing to Clarivate within 15 days. Once resolved, payment of disputed invoices will be due immediately.

(b) **Changes.** We may change the charges for the Products with effect from the start of each renewal term by giving you at least 60 days’ written notice. If we believe your creditworthiness has deteriorated we may require full or partial payment before the continued performance of services. If you receive an electronic request to change our banking account number, you should contact our Treasury Department.

(c) **Increases in usage.** If your Order includes limits on usage, you must pay additional charges if you exceed those limits, based on the rates specified on the Order or our current standard pricing, whichever is greater. If you have enterprise wide or site wide access set out in your Order, our charges are established based on the size of your organization, anticipated number of users, site locations and population served as at the date of the Order, and if anyone or a combination of these elements materially increases (e.g. if you acquire a new affiliate), we reserve the right to vary the charges.

9. Privacy

Each of us will at all times collect, disclose, store or otherwise process personal data in accordance with the EU General Data Protection Regulation (EU GDPR), UK General Data Protection Regulation (UK GDPR), UK Data Protection Act 2018, and other applicable laws relating to the use of personal data relating to individuals (“**Data Privacy Laws**”), including without limitation any laws relating to individual rights and cross-border transfers. At all times, we will treat personal data in accordance with our [Privacy Notice](#), which is incorporated by reference into these Terms. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any investigation, claim, allegation, action, suit, proceeding or litigation with respect to an alleged breach of Data Privacy Laws in relation to activities under the Agreement. Each of us will maintain, and will require any third party data processors to maintain, appropriate physical, technical and organizational measures to protect the personal data. You may not, use personal data included in the Products (to the extent such data was not provided by you or collected by Clarivate on your behalf) to send bulk or mass emails or email blasts; to publish or distribute any advertising or promotional material; or to otherwise use such data in a manner that is prohibited by applicable law. You may not, for any purpose whatsoever, process (nor allow to be processed) any personal data that is within the Products (to the extent such data was not provided by you or collected by Clarivate on your behalf) in any AI Technologies. You acknowledge that you are responsible for your own compliance with Data Privacy Laws, including, where applicable, determining your legal grounds for processing such data. If we process personal data as a processor on your behalf, the terms of the data processing addendum at <https://clarivate.com/terms-of-business> are



hereby incorporated by reference. 'Data controller', 'personal data' and 'process' will have the meaning given in the EU GDPR or the data processing addendum, where applicable.

10. Confidentiality

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

11. Audit

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

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

12. Warranties and disclaimers

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

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

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

(d) NO ADVICE. WE ARE PROVIDING THE PRODUCTS FOR INFORMATIONAL PURPOSES ONLY. WE ARE NOT PROVIDING ANY ADVICE (LEGAL, MEDICAL, CLINICAL, FINANCIAL OR OTHERWISE) BY ALLOWING YOU TO ACCESS AND USE THE PRODUCTS. YOU ARE FULLY RESPONSIBLE FOR YOUR INTERPRETATIONS OF THE PRODUCTS. IF YOU



DESIRE ADVICE, WE ENCOURAGE YOU TO ENGAGE LEGAL, MEDICAL, CLINICAL OR FINANCIAL PROFESSIONALS TO HELP YOU INTERPRET THE PRODUCTS. YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR ANY ACTION OR DAMAGES RESULTING FROM ANY DECISIONS YOU (OR ANY OTHER PARTY ACCESSING THE PRODUCTS THROUGH YOU) MAKE IN RELIANCE ON THE PRODUCTS. WE ARE NOT A LAW FIRM OR PROFESSIONAL ADVISOR AND NO ATTORNEY/CLIENT, PHYSICIAN/PATIENT OR OTHER FIDUCIARY OR PROFESSIONAL RELATIONSHIP IS CREATED.

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

13. Liability

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

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

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

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

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

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

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

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

14. Term, Termination

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

(b) Suspension. We may on written notice suspend or limit your use of the Products or other Clarivate IP, or terminate the Agreement, (i) if required to do so by a third party provider, Applicable Laws, court or regulator; (ii) if you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) if there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement (including payment); or a violation of third party rights or Applicable Laws. Our notice will specify the cause of the suspension or limitation and, as applicable, the actions you must take to reinstate the Product. If you do not take the actions or the cause cannot be remedied within 30 days, we may terminate the Agreement. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.

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

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

15. Force majeure

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

16. Third party rights

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

17. General

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

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

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

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



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

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

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

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

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

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

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

Last updated: March 2024 (Version 3.2)



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.

Innovative

Innovative Subscription and Perpetual Software subscriptions (ex: Polaris, Sierra, Millennium, Virtua, INN-Reach)

- 1. License.** Client and, where applicable, its Authorized Users (defined below) may use the Software (including any client configurations) (i) only for the management of the library and for servicing its patrons (including permitting Authorized Users to search library catalogues), and not on an outsourced basis, as a service bureau, for resale, or similarly on behalf of or for the direct or indirect benefit of third parties, and (ii) only in accordance with the other terms of this Agreement. The license does not include hosting services, which must be purchased separately.
- 2. Copies.** Non-production use includes training, development, testing, quality assurance, staging or preproduction provided that the copies of the Software are not used in a production environment or as a backup to production. The license includes the right to use a single production instance and up to two (2) additional copies for non-production use at no additional charge.
- 3. New Releases.** The license granted to you pursuant to this Agreement will include, at no additional cost, a license to use all new scheduled major releases, service pack releases, and hot fixes of the software offered generally by Clarivate to its clients during the term of your subscription or maintenance (collectively, “New Releases”). “New Releases” do not include new or additional modules, applications or other software now or hereafter offered by Clarivate, each of which require a separate license and payment of additional license fees. Additional fees may be required for implementation of New Releases.
- 4. Authorized Users.** For clarity, your patrons do not fall within the number of Authorized Users on your Order Form.
- 5. Aggregated Data.** In addition to the rights set forth in the Terms, we may use your Content and otherwise collect information related to your use of our product to create and use aggregate, non-identifying and anonymized data (“Collected Data”). Client acknowledges and agrees that it will have no rights in any products or services created or sold by Clarivate or its affiliates that use Collected Data.
- 6. Early termination.** Client may terminate this Agreement at any time during the Initial Term effective as of the date of the next annual anniversary of the term if Client’s budget (funding) is eliminated and Client provides written evidence of the elimination of Client’s budget (funding), such evidence to be in the form and substance reasonably requested by Clarivate.
- 7. Modules.** Your purchase and use of additional modules, tools or other applications from us with the Software are subject to the same terms as the Software.

Innovative SAAS subscriptions (ex: Vega, Innovative Mobile, Innovative Phone Alerts)

- 1. License.** We will provide you with subscription access via a website to our Integrated Library System solution known as “Vega”. Client and, where applicable, its Authorized Users may access and use Vega (including any client configurations) (i) only for the management of the library and for servicing its patrons (including permitting Authorized Users to search library catalogues), and not on an outsourced basis, as a service bureau, for resale, or similarly on behalf of or for the direct or indirect benefit of third parties, and (ii) only in accordance with the other terms of this Agreement.



2. New Releases. The license granted to you pursuant to this Agreement will include, at no additional cost, a license to use all new scheduled major releases, service pack releases, and hot fixes of the software offered generally by Clarivate to its clients during the term of this Agreement (collectively, "New Releases"). "New Releases" do not include new or additional modules, applications or other software now or hereafter offered by Clarivate, each of which require a separate license and payment of additional license fees. Additional fees may be required for implementation of New Releases.

3. Aggregated Data. In addition to the rights set forth in the Terms, we may use your Content and otherwise collect information related to your use of our product to create and use aggregate, non-identifying and anonymized data ("Collected Data"). Client acknowledges and agrees that it will have no rights in any products or services created or sold by Clarivate or its affiliates that use Collected Data.

4. Authorized Users. For clarity, your patrons do not fall within the number of Authorized Users on your Order Form.

5. Early termination. Client may terminate this Agreement at any time during the Initial Term effective as of the date of the next annual anniversary of the term if Client's budget (funding) is eliminated and Client provides written evidence of the elimination of Client's budget (funding), such evidence to be in the form and substance reasonably requested by Clarivate.

Last updated: December 2022 (Version 3.5)



Software Support, Service Availability and Maintenance

This document outlines our Software support, maintenance and service availability for the following products ("Covered Products"):

Innovative Subscription and Perpetual Software subscriptions (ex: Polaris, Sierra, Millennium, Virtua, INN-Reach)

Support

Requesting support. Support includes issue analysis, support case management, prioritization of issues, tracking and investigation of issues and explanation of error messages. You must provide us with the information we need to resolve your problem. This includes relevant contact information, details about the problem, error messages, user IDs, and any other necessary information. If you have problems using our software, your designated administrators can contact us during normal hours. Your administrator will be provided an internal portal to report issues and review their status.

Response. We will use commercially reasonable efforts to meet the service level objectives stated below. Target response times to confirm receipt and begin troubleshoot and diagnosis of the problem are below. Resolution times cannot be guaranteed, although we undertake every effort to resolve your issues as soon as possible.

Priority	Response	Criteria
Severity 1	1 Business hour	A major component of the software is in a non-responsive state and severely affects library productivity or operations. A high impact problem that affects the entire library system. Widespread system availability, production system is down
Severity 2	4 Business hours	Any component failure or loss of functionality not covered in Severity 1 that is hindering operations, such as, but not limited to: excessively slow response time, functionality degradation; error messages; backup problems; or issues affecting the use of the module or the data
Severity 3	2 Business Days	An issue (other than a Severity 1 or 2) which (a) has no direct and material impact on business processes, (b) has an impact only on a segment of users, or (c) does not yet disrupt time-critical business processes.
Severity 4	as promptly as is reasonably practical	Non-performance related incidents, including: general questions, requests for information, documentation questions, enhancement requests. These will be logged but no immediate action will be taken. We will generally monitor the situation but will not be obliged to provide any solution.

Escalation Path. If you do not receive a response within the timeframe designated above, please reach out to your Account Manager.

Hosting Services

The following terms apply to the extent you have purchased hosting services from Clarivate for one or more of the Covered Products.



Service availability

We endeavor to ensure 99.9% availability of our software and make commercially reasonable efforts to schedule maintenance and system upgrades during the weekends or outside regular business hours (i.e. after regular end of business Pacific Time and before start of business Eastern Time) with reasonable notice. Availability is calculated by dividing the number of minutes the software was available during the Measured Period by the total sum of the minutes in the Measured Period less any Excluded Downtime.

For the purposes of this calculation, (i) the Measured Period is a calendar year and (ii) the Excluded Downtime includes scheduled downtime for system maintenance and release updates, as well as any service unavailability attributable to your breach, any actions or omissions by you or your users, causes beyond our control, or separate instances of unavailability of less than 5 (five) minutes duration each, provided such instances are not of a persistent nature.

If availability falls below 99.9% in a month for three consecutive months, you will be entitled to a credit equal to the prorated amount of the fees for hosting services for any time during such three-month period in which the software was unavailable (other than Excluded Downtime). This credit will be your exclusive remedy for such unavailability.

Security Controls

We take reasonable and appropriate administrative, technical and physical measures to protect the confidentiality, integrity and availability of your data; however, security and compliance is a shared responsibility between you and Clarivate. Our responsibilities are described below. You should take into consideration any special configurations or third-party applications and your responsibilities depending on any applicable laws and regulations.

The table below sets forth the features of our standard cloud-based hosting option. Premium support may be available for an additional cost.

Feature	Standard
24x7 network monitoring	✓•
Dedicated production environment	✓•
99.9% guaranteed infrastructure uptime	✓• ²
Dedicated public IP address and custom URL	✓•
Operating system installation and management	✓•
Library software installation and upgrades	✓•
Data backups	Daily
Archive data backup retention	30 days

Network Systems Audit Logging. All firewall logon activity and password changes are logged, monitored, controlled and audited. All intrusion detection and firewall log monitoring is done through services provided by Innovative and those pertinent log files and configuration files are retained for ninety (90) days and can be made available upon request for audit and problem resolution, as may be required.

Network Monitoring. All network systems and servers are monitored 24/7/365. We will monitor its systems for security breaches, violations and suspicious (questionable) activity. This includes suspicious external activity (including, without limitation, unauthorized probes, scans or break-in attempts) and suspicious internal activity (including, without limitation, unauthorized system administrator access, unauthorized changes to its system or network, system or network misuse or program information theft or mishandling). Innovative will notify Client as soon as reasonably possible of any known security breaches or suspicious activities involving Client's production data or environment, including, without limitation, unauthorized access and service attacks, e.g., denial of service attacks.



Audit and Security Testing. Hosting Providers perform regular security audits and testing. You may not perform own audits of hosting providers.

Information Security Auditing/Compliance. Our hosting providers undergo SOC 1/SOC 2 Type 2/ISO 27001 audits each year by independent third-party audit firms. We offer hosting options in datacenters located in the United States, Canada, United Kingdom, Ireland, Australia and the Asia-Pacific region, however, Clarivate reserves the right to increase, decrease and/or relocate its datacenters at anytime.

Disclaimer

Support services do not include visits to your site, any services for third party equipment or software, problems stemming from a change you made to the software, or consulting services related to client specific configurations or implementation (such as interactions between the software and your hardware, installations at your site, assistance with acceptance testing, client specific templates or reports, etc). We have no obligation to correct any error resulting from a failure by you to implement a third-party software modification or update recommended by us and provided to you at no charge.

We are not responsible for downtime or any other failure to meet the availability requirement if the root cause of the disruption is (i) your breach of the agreement; (ii) your failure to use minimum recommended browser standards for access to and use of the software; or (iii) outside of our control including, but not limited to, failures of hardware or software of upstream service providers or at your location or improper use of the software. Any additional services which you may request and we may agree to perform will be billed on a time and materials basis subject to our current applicable rates.

Changes to Support Policy

This policy may be updated by us from time to time, in our sole discretion.

Last Updated: December 2022 (version 1.0)

Exhibit B

(Sole Source Letter)

April 9, 2025

To whom it may concern,

This is to certify that the databases, platforms, and software listed below are uniquely produced by Clarivate companies including Clarivate Analytics (US) LLC, ProQuest, Clarivate Analytics (UK) Ltd., CPA Global, Decision Resources Group, Ex Libris, Innovative Interfaces and other Clarivate entities:

- 360 CORE
- 360 LINK
- 360 MARC Updates
- 360 Search
- 360 Resource Manager
- Academic Complete
- Academic Video Online
- Aleph
- ALMA
- Ancestry Library Edition
- Arts and Humanities Citation Index
- AquaBrowser
- BIOSIS Citation Index
- Book Citation Index
- CampusM
- Citation Eagle
- Conference Proceedings Citation Index
- Converis
- Cortellis
- Chemical Collection
- Darts-ip
- Data Citation Index
- Derwent Data Analyzer
- Derwent Innovation
- Derwent Innovation Index
- Derwent World Patent Index (DWPI)
- Ebook Central
- EndNote
- EndNote Click (formerly Kopernio)
- Esploro
- First To File
- FoundationIP
- Geneseq
- InCites Benchmarking and Analytics
- Incites API
- Index Chemicus
- Innography
- Inprotech
- Intota
- Intota Assessment
- Ipendo
- IPfolio
- IP Forecaster
- Journal Citation Reports
- Journal Highly Cited Data
- Key Pathway Advisor
- Leganto
- Library Mobile
- Memotech
- Metacore
- Metadrug
- MyOrganization
- National Science Indicators
- OASIS
- Patrawin
- Pivot/Pivot-RP
- Polaris
- Primo
- ProQuest Historical Newspapers
- ProQuest Platform/aggregated databases & collections
- ProQuest Central
- ProQuest Dissertations & Theses (PQDT)
- ProQuest One (Academic, Business, & Literature)
- ProQuest TDM Studio
- RapidILL
- Rapido
- RefWorks
- Research Professional
- Rialto
- SAEGIS
- Science Citation Index Expanded
- Sierra
- Social Sciences Citation Index
- Summon
- TCMgo365
- The IP Management System
- Ulrichsweb
- Ulrich's Serials Analysis System
- Ulrich's XML Data Service
- Unycom
- Vega
- Web of Science Reviewer Recognition
- Web of Science Review Locator
- Web of Science
- Web of Science API
- Web of Science Author Connect

In addition to the above-mentioned software and databases, the following hosted content is available via the Clarivate and/or ProQuest platforms:

- American Psychological Association (APA) (APA PsycArticles, APA PsycInfo, APA PsycBooks & APA PsycTests)
- Biological Abstracts
- BIOSIS Previews
- CAB Abstracts
- Chinese Science Citation Database
- Current Contents
- Food Science and Technology Abstracts
- INSPEC
- MEDLINE
- Zoological Records

Please feel free to contact me for any further clarifications or questions.

Yours truly,



Tim McGee,
Vice President, Sales Operations

Clarivate Analytics (US) LLC