

DATED

23rd February

2023

Sikt – Norwegian Agency for Shared Services in Education and Research

-and-

ProQuest

LICENCE AGREEMENT

PROQUEST DATABASES LICENCE AGREEMENT

THIS AGREEMENT is made _____, 2023

BETWEEN:

Sikt – Norwegian Agency for Shared Services in Education and Research having its registered office at Abelsgate 5, Teknobyen, 7030 Trondheim, Norway, Norway (the "Institution") on behalf of itself and as agent for the other institutions identified in Schedules A-1 through A-17 (together with the Institution, the "Licensees", and each a "Licensee")

AND

ProQuest, having an office at The Quorum, Barnwell Road, Cambridge CB5 8SW (the "Publisher")

RECITALS

WHEREAS the ProQuest databases and all intellectual property rights therein are owned by or duly licensed to the Publisher;

AND WHEREAS this License is based on the PA/JISC and the NESLI model licence for journals;

AND WHEREAS the terms of this Licence and the offer for the Licensed Material were negotiated and agreed between the Publisher and the Institution;

AND WHEREAS the parties are desirous to contract on the basis of the terms and conditions of this Licence.

IT IS AGREED AS FOLLOWS

1. DEFINITIONS

1.1 In this Licence, the following terms shall have the following meanings:

"Authorised Users"

means individuals who are authorised by the Licensee to access the Licensee's information services whether on-site or off-site via Secure Authentication and who are affiliated to the Licensee as a current student (undergraduates and postgraduates), member of staff (whether on a permanent or temporary basis) or contractor of the Licensee. Persons who are not a current student, member of staff or a contractor of the Licensee, but who are permitted to access the Licensee's information services from computer terminals within the physical premises of the Licensee ("Walk-In Users") are also deemed to be Authorised Users, only for the time they are within the physical premises of the Licensee. Walk-In Users may not be given means to access

the Licensed Material when they are not within the physical premises of the Licensee.

| | |
|--------------------------------|--|
| "Commercial Use" | means use for the purpose of monetary reward (whether by or for the Licensee or an Authorised User) by means of the sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Work. For the avoidance of doubt, neither recovery of direct cost by the Licensee from Authorised Users, nor use by the Licensee or Authorised Users of the Licensed Work in the course of research funded by a commercial organisation is deemed to constitute Commercial Use. |
| "Educational Purposes" | means for the purpose of education, teaching, distance learning, private study and/or research. |
| "Fee" | means the fee as set out in Schedule B. The fee shall be in line with the offer negotiated between the Institution on behalf of itself and as agent for the other Licensees identified in Schedules A-1 through A-17 and Publisher |
| "Intellectual Property Rights" | means patents, trademarks, trade names, design rights, copyright (including rights in computer software and moral rights), database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world. |
| "Licensed Material" | means the material listed in Schedule B. |
| "Secure Authentication" | means access to the Licensed Material by Internet Protocol ("IP") ranges or by another means of authentication agreed between the Publisher and the Institution from time to time. |
| "Secure Network" | means a network which is only accessible to Authorised Users by Secure Authentication. |
| "Subscription Period" | a 3 year agreement; the period from 1.1.2023 to 31.12.2025 . |

1.2 Headings contained in this Agreement are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.

1.3 Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

2. LICENCE GRANT

2.1 The Publisher hereby grants to the Licensee, subject to and in accordance with the terms of this Licence, a non-exclusive licence to access and use the Licensed Material and to allow Authorised Users to access and use the Licensed Material via Secure Authentication for Educational Purposes.

- 2.2 In consideration for the Publisher's licensing of the Licensed Material pursuant to Clause 2.1, the Licensee undertakes to pay to the Publisher the Fee in accordance with the provisions of Schedule B.

3. PERMITTED USES

3.1 The Licensee may:

- 3.1.1 make such local temporary copies of the Licensed Material as are necessary to ensure efficient use of the Licensed Material by Authorised Users, provided that such use is subject to all the terms and conditions of this Licence;
- 3.1.2 provide Authorised Users with integrated access and an integrated article author, article title and keyword index to the Licensed Material and all other similar material licensed from other publishers;
- 3.1.3 allow Authorised Users to:
- 3.1.3.1 access the Licensed Material by Secure Authentication in order to search, retrieve, display and view the Licensed Material;
 - 3.1.3.2 electronically save parts of the Licensed Material;
 - 3.1.3.3 print out single copies of parts of the Licensed Material;
 - 3.1.3.4 incorporate reasonable parts of the Licensed Material in printed and electronic course packs, study packs, resource lists and in any other material (including but not limited to multi-media works) to be used in the course of instruction and/or in virtual and managed environments (including but not limited to virtual learning environments, managed learning environments, virtual research environments and library environments) hosted on a Secure Network. Each item shall carry appropriate acknowledgement of the source, listing title and copyright owner. Course packs in non-electronic non-print perceptible form, such as Braille, may also be offered to Authorised Users;
 - 3.1.3.5 incorporate reasonable parts of the Licensed Material in printed or electronic form in assignments and portfolios, theses and in dissertations (the "Academic Works"), including reproductions of the Academic Works for personal use and library deposit. Reproductions in printed or electronic form of Academic Works may be provided to sponsors of such Academic Works. Each item shall carry appropriate acknowledgement of the source, listing title and copyright owner;
 - 3.1.3.6 Supply for Inter Library Loan purposes to another library to provide for its user part of the Licensed Material by post or fax electronically including but not limited to email. The electronic file must be deleted immediately after printing and the user must receive a print copy and not an electronic one.
 - 3.1.3.7 provide single printed or electronic copies of single articles at the request of individual Authorised Users;
 - 3.1.3.8 display, download and print parts of the Licensed Material for the purpose of promotion of the Licensed Material, testing of the Licensed Material, or for

training Authorised Users;

- 3.1.3.9 publicly display or publicly perform parts of the Licensed Material as part of a presentation at a seminar, conference, or workshop, or other such similar activity, provided that such parts incorporated are within the parameters of “fair dealing”;
- 3.1.3.10 deposit the learning and teaching objects as referred to in Clause 3.1.3.4 in electronic repositories operated by the Licensee on a Secure Network. The access and use of such learning and teaching objects shall be governed by the terms and conditions of the applicable repository;
- 3.1.3.11 save incorporate durable links to the Licensed Material in those teaching and instructional materials outlined in sections 3.1.3.4, 3.1.3.5, 3.1.3.6, 3.1.3.7, 3.1.3.8 and 3.1.3.9, to facilitate access to the Licensed Materials by Authorised Users;

4. RESTRICTIONS

- 4.1 Save as provided herein, the Licensee and Authorised Users may not:
 - 4.1.1 sell or resell the Licensed Material unless the Licensee or an Authorised User has been granted prior written consent by the Publisher to do so;
 - 4.1.2 remove, obscure or modify copyright notices, text acknowledging or other means of identification or disclaimers as they appear;
 - 4.1.3 alter, adapt or modify the Licensed Material, except to the extent necessary to make it perceptible on a computer screen, or as otherwise permitted in this Agreement. For the avoidance of doubt, no alteration of the words or their order is permitted;
 - 4.1.4 display or distribute any part of the Licensed Material on any electronic network, including without limitation the Internet and the World Wide Web, and any other distribution medium now in existence or hereinafter created, other than by a Secure Network; or
 - 4.1.5 use all or any part of the Licensed Material for any Commercial Use or for any purpose other than Educational Purposes.
 - 4.1.6 provide access and/or allow use of the Licensed Material .by anyone other than Authorised Users.
 - 4.1.7 download all or parts of the Licensed Material in a systematic or regular manner or so as to create a collection of materials comprising all or a material subset of the Licensed Materials, in any form.
- 4.2 This Clause shall survive termination of this Agreement for any reason.

5. RESPONSIBILITIES OF THE PUBLISHER

5.1 The Publisher agrees:

- 5.1.1 to make the Licensed Material available to the Licensee and Authorised Users from the commencement of the Subscription Period;
- 5.1.2 to use all reasonable endeavours to make the Licensed Material available to the Licensee and Authorised Users at all times and on a twenty-four-hour basis, save for routine maintenance, and to restore access to the Licensed Material as soon as possible in the event of an interruption or suspension of the service;
- 5.1.3 to provide for customer support services to Authorised Users via e-mail or phone, including answering e-mail inquiries relating to the use, functionality and content of the Licensed Material within 24 hrs of request, except for weekends and holidays;
- 5.1.4 to use all reasonable endeavors to ensure that the relevant server or servers have adequate capacity and bandwidth to support the usage of the Licensee at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide Web, as such standards evolve from time to time over the term of this Agreement;
- 5.1.5 to use reasonable efforts to comply with the Open URL standard (http://www.jisc.ac.uk/index.cfm?name=collections_information_for_publishers) in the foreseeable future
- 5.1.6 to use reasonable efforts to comply with the W3C standards (http://www.jisc.ac.uk/index.cfm?name=collections_information_for_publishers) in the foreseeable future;
- 5.1.7 to make available to the Licensee COUNTER-compliant usage statistics (<http://www.projectcounter.org>); and
- 5.1.8 to provide upon request the necessary data to allow the Licensed Material to be searched by the Authorized Users via BIBSYS, the library system for research libraries and institutions of higher education, which data shall be provided in the format set forth on <http://www.bibsys.no/Bibliographic+record+requirements/>
- 5.1.9 to provide free access to **Sikt – Norwegian Agency for Shared Services in Education and Research** for the entire Subscription Period.

5.2 The Publisher reserves the right at any time to withdraw from the Licensed Material any item or part of an item for which it no longer retains the right to publish and for which the Publisher has been unable to secure the provisions as set out in Clauses 8.7 and 8.8, or any item or part of an item for which the Publisher has reasonable grounds to believe it infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. The Publisher shall give written notice to the Licensee of such withdrawal. If the withdrawn material represents more than ten per cent (10%) of the Licensed Material the Publisher shall make a pro rata refund of part of the Fee to the Licensee, taking into account the amount of material withdrawn and the remaining unexpired portion of the Subscription Period.

6. RESPONSIBILITIES OF LICENSEE

6.1 The Licensee agrees to:

- 6.1.1 issue passwords or other access information only to Authorised Users and use all reasonable efforts to ensure that Authorised Users do not divulge their passwords or other access information to any third party;
- 6.1.2 provide lists of valid IP addresses to the Publisher and update those lists on a regular basis the frequency of which will be agreed by the parties from time to time;
- 6.1.3 use all reasonable efforts, including without limitation by use of Secure Authentication, to ensure that only Authorised Users are permitted access to the Licensed Material;
- 6.1.4 use all reasonable efforts to ensure that all Authorised Users are made aware of and undertake to abide by the terms of this Agreement; and
- 6.1.5 use all reasonable efforts to monitor compliance with the terms of this Agreement and notify the Publisher immediately and provide full particulars on becoming aware of any of the following (a) any unauthorised access to or use of the Licensed Material or unauthorised use of any of Licensee's password(s); or (b) any breach by an Authorised User of the terms of this Agreement. Upon becoming aware of any breach of the terms of this Agreement, the Licensee further agrees promptly to fully investigate and initiate disciplinary procedures in accordance with the Licensee's standard practice and use all reasonable effort to ensure that such activity ceases and to prevent any recurrence.

6.2 The Licensee undertakes to the Publisher that the computer system through which the Licensed Material will be used is configured, and procedures are in place, to prohibit access to the Licensed Material by any person other than an Authorised User, that it shall inform the Authorised Users about the conditions of use of the Licensed Material, and that during the term of this Agreement, the Licensees will make best efforts to bar non-permitted access and to convey appropriate use information to its Authorised Users.

7. FEE

7.1 The Publisher will invoice the Licensee for the Fee payable at the address set out below:

Sikt - Kunnskapssektorens tjenesteleverandør
Fakturamottak DFØ
Postboks 4746
7468 Trondheim

7.2 The terms of payments to the Publisher are set out in **Schedule B** hereto.

8. TERM AND TERMINATION

8.1 This Agreement shall commence at the beginning of the Subscription Period and, unless terminated earlier as provided for in this Clause 8, will remain in full force and effect until the end of the Subscription Period.

- 8.2 Member institutions may request an early termination. The Publisher will honor such request provided that the request from the member is no later than November 30th of the then-current subscription year, of which The Publisher will be notified as soon as possible but no later than November 30th. Early termination requests will be effective as of January 1st of the following subscription year. Such consortium member portion of the total fee will be deducted from the total fees due under this Agreement effective as of beginning of the following calendar year of the subscription period.
- 8.3 Any party may terminate this Agreement at any time on the material breach or repeated other breaches by the other of any obligation on its part under this Agreement by serving a written notice on the other identifying the nature of the breach. The termination will become effective thirty days after receipt of the written notice unless during the relevant period of thirty (30) days the defaulting party remedies the breach forthwith by written notice to the other party.

9. ACKNOWLEDGEMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 9.1 Save as provided for in Clauses 9.1 and 9.2, the Licensee acknowledges that all Intellectual Property Rights in the Licensed Material are the property of the Publisher or duly licensed to the Publisher and that this Agreement does not assign or transfer to the Licensee any right, title or interest therein except for the right to access and use the Licensed Material in accordance with the terms and conditions of this Agreement.

10. REPRESENTATION, WARRANTIES AND INDEMNIFICATION

- 10.1 The Publisher warrants to the Licensee that the Licensed Material and all Intellectual Property Rights therein are owned by or licensed to the Publisher and that the Licensed Material used as contemplated in this Agreement does not infringe any Intellectual Property Rights of any natural or legal person. The Publisher agrees that the Licensee shall have no liability and the Publisher will indemnify, defend and hold the Licensee harmless against any and all damages, liabilities, claims, causes of action, legal fees and costs incurred by the Licensee in defending against any third party claim of Intellectual Property Rights infringements or threats of claims thereof with respect of the Licensee's or Authorised Users use of the Licensed Material, provided that: (1) the use of the Licensed Material has been in full compliance with the terms and conditions of this Agreement; (2) the Licensee provides the Publisher with prompt notice of any such claim or threat of claim; (3) the Licensee co-operates fully with the Publisher in the defence or settlement of such claim; and (4) the Publisher has sole and complete control over the defence or settlement of such claim.
- 10.2 The Publisher reserves the right to change the content (including removal of an entire journal on ceasing to have the right to publish), presentation, user facilities or availability of parts of the Licensed Material and to make changes in any software used to make the Licensed Material available at their sole discretion. The Publisher will notify the Licensee of any substantial change to the Licensed Material.
- 10.3 While the Publisher has no reason to believe that there are any inaccuracies or defects in the information contained in the Licensed Material, the Publisher makes no representation and gives no warranty express or implied with regard to the information contained in or any part of the Licensed Material including (without limitation) the fitness of such information or part for any purposes whatsoever and the Publisher accepts no liability for loss suffered or incurred by the Licensee or Authorised Users as a result of their reliance on the Licensed Material.

- 10.4 In no circumstances will the Publisher be liable to the Licensee for any loss resulting from a cause over which the Publisher does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorised access, theft, or operator errors.
- 10.5 The Licensee agrees to notify the Publisher immediately, provide full particulars in the event that it becomes aware of any actual or threatened claims by any third party in connection with any works contained in the Licensed Material and do all things reasonably required to assist the Publisher in such claims. It is expressly agreed that upon such notification, or if the Publisher becomes aware of such a claim from other sources, the Publisher may remove such work(s) from the Licensed Material. Failure to report knowledge of any actual or threatened claim by any third party shall be deemed a material breach of this Agreement.
- 10.6 Nothing in this Agreement shall make the Licensee liable for breach of the terms of this Agreement by any Authorised User provided that the Licensee did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.
- 10.7 Save as provided for in Clause 10.1, neither the Licensee nor the Publisher will be liable to the other in contract or negligence or otherwise for (i) any special, indirect, incidental, punitive or consequential damages (ii) loss of direct or indirect profits, business, contracts, revenue or anticipated savings or for any increased costs or expenses.
- 10.8 No party limits its liability for (i) death or personal injury to the extent it results from its negligence, or of its employees or agents in the course of their engagement; and (ii) its own fraud or that of its employees or agents in the course of their engagement.

11. FORCE MAJEURE

- 11.1 Either party's failure to perform any term or condition of this Agreement as result of circumstances beyond the control of the relevant party (including without limitation, war, strikes, flood, governmental restrictions, and power, telecommunications or Internet failures or damages to or destruction of any network facilities ("Force Majeure")) shall not be deemed to be, or to give rise to, a breach of this Agreement.
- 11.2 If either party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

12. ASSIGNMENT

- 12.1 Save as permitted for under this Agreement, neither this Agreement nor any of the rights and obligations under it may be assigned by either party without obtaining the prior written consent of the other party, such consent shall not unreasonably be withheld or delayed. In any permitted assignment, the assignor shall procure and ensure that the assignee shall assume all rights and obligations of the assignor under this Agreement and agrees to be bound to all the terms of this Agreement.

3. GOVERNING LAW AND DISPUTE RESOLUTION

- 13.1 This Agreement shall be governed by and construed in accordance with Norwegian law and the parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to and within the jurisdiction of the Norwegian courts, legal venue in the first instance being Oslo District Court.
- 13.2 The parties agree to use best efforts to resolve disputes in an informal manner, by decision of the Managing Director of the Publisher and the Director of the Institution. Where the parties agree that a dispute arising out or in connection with this Agreement would best be resolved by the decision of an expert, they will agree upon the nature of the expert required and together appoint a suitable expert by agreement.
- 13.3 Any person to whom a reference is made under Clause 13.2 shall act as expert and not as an arbitrator and his decision (which shall be given by him in writing and shall state the reasons for his decision) shall be final and binding on the parties except in the case of manifest error or fraud.
- 13.4 Each party shall provide the expert with such information and documentation as he may reasonably require for the purposes of his decision.
- 13.5 The costs of the expert shall be borne by the parties in such proportions as the expert may determine to be fair and reasonable in all circumstances or, if no determination is made by the expert, by the parties in equal proportions.

14. NOTICES

- 14.1 All notices required to be given under this Agreement shall be given in writing in English and sent by courier, or special delivery to the relevant addressee at its address set out below, or to such other address as may be notified by either party to the other from time to time under this Agreement, and all such notices shall be deemed to have been received three (3) days after the date of posting in the case of special delivery or despatch in the case of courier:

if to the Licensee:

Sikt - Norwegian Agency for Shared Services in Education and Research
Att. Vigdis Kvalheim, Sikt - Norwegian Agency for Shared Services in
Education and Research
58 Nygårdstangen
5838 Bergen
Norway

if to the Publisher **ProQuest**, The Quorum, Barnwell Road, Cambridge CB5 8SW

with a copy to: **ProQuest** Attn: General Counsel, 789 E. Eisenhower Parkway,
Ann Arbor, Michigan 48108 USA

15. GENERAL

- 15.1 This Agreement and its Schedules constitute the entire agreement between the parties relating to the Licensed Material and supersede all prior communications, understandings and agreements (whether

written or oral) relating to its subject matter and may not be amended or modified except by agreement of both parties in writing.

- 15.2 The Schedules shall have the same force and effect as if expressly set in the body of this Agreement and any reference to this Agreement shall include the Schedules.
- 15.3 The invalidity or unenforceability of any provision of this Agreement shall not affect the continuation in force of the remainder of this Agreement.
- 15.4 The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other or further breach. Failure by either party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

IN WITNESS the hands of the above parties on the date first above written:

SIGNED by:

Name: Dawn Branham

Position: Director, Order Management

Date: February 24, 2023 | 2:07:45 PM PST

for and on behalf of

ProQuest, having its registered office at The Quorum, Barnwell Road, Cambridge CB5 8SW

DocuSigned by:

E5297641908F4E2...

SIGNED by:

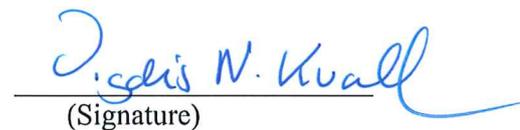
Name: Vigdis Kvalheim

Position: Director, The Research and Knowledge Resources Division

Date: 23.02.2003

for and on behalf of

Sikt - Norwegian Agency for Shared Services in Education and Research on behalf of itself and as agent for the other institutions identified in Schedules A-1 through A-17


(Signature)

Certificate Of Completion

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| Envelope Id: 5BC877EE33FC41CA8A57E2F53AFB2011 | Status: Completed |
| Subject: Complete with DocuSign: SIGNED_ SIKT_Norway PQ 2023 License agreement_Sikt - CounterSignature | |
| Source Envelope: | |
| Document Pages: 11 | Signatures: 1 |
| Certificate Pages: 4 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: Tiffany Ropiquet Tiffany.Ropiquet@Clarivate.com |
| Envelopeld Stamping: Disabled | IP Address: 80.11.227.93 |
| Time Zone: (UTC-05:00) Eastern Time (US & Canada) | |

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Signer Events

Dawn Branham
Dawn.Branham@Clarivate.com
Director, Order Management
ProQuest LLC
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

E5297C41908F4E2...
Signature Adoption: Pre-selected Style
Using IP Address: 24.247.31.64

Timestamp

Sent: 2/24/2023 9:44:25 AM
Viewed: 2/24/2023 10:47:53 AM
Signed: 2/24/2023 5:07:45 PM
Freeform Signing

Electronic Record and Signature Disclosure:
Accepted: 2/24/2023 5:06:44 PM
ID: 46a76663-ec02-4850-b3b0-30bf9cf65cd0

| In Person Signer Events | Signature | Timestamp |
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| Editor Delivery Events | Status | Timestamp |
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| Agent Delivery Events | Status | Timestamp |
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| Intermediary Delivery Events | Status | Timestamp |
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| Certified Delivery Events | Status | Timestamp |
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| Carbon Copy Events | Status | Timestamp |
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| Witness Events | Signature | Timestamp |
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| Notary Events | Signature | Timestamp |
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| Envelope Summary Events | Status | Timestamps |
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| Envelope Sent | Hashed/Encrypted | 2/24/2023 9:44:25 AM |
| Certified Delivered | Security Checked | 2/24/2023 10:47:53 AM |
| Signing Complete | Security Checked | 2/24/2023 5:07:45 PM |
| Completed | Security Checked | 2/24/2023 5:07:45 PM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
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Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Camelot UK Bidco Limited (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Camelot UK Bidco Limited:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: venkat.viswanathan@clarivate.com

To advise Camelot UK Bidco Limited of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at venkat.viswanathan@clarivate.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to venkat.viswanathan@clarivate.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Camelot UK Bidco Limited

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to venkat.viswanathan@clarivate.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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| Operating Systems: | Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X |
| Browsers: | Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only) |
| PDF Reader: | Acrobat® or similar software may be required to view and print PDF files |
| Screen Resolution: | 800 x 600 minimum |
| Enabled Security Settings: | Allow per session cookies |

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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