Enterprise License

1. License. Clarke & Esposito, LLC, a limited liability company formed in the District of Columbia, United States of America ("Licensor"), hereby grants to the entity accepting this Enterprise License ("Licensee") a nonexclusive, non-assignable, nontransferable, perpetual, fully-paid license (this "License") to the International STM Publishing in China: State of the Market Report 2023 (the "Report", which term shall be deemed to also apply to any copies of the Report), for the exclusive use of Licensee, this being an enterprise-wide license. The person accepting this License shall be responsible for the compliance by Licensee with the terms of this License.

This License is not a sale. Licensor retains all title, copyright, trademark, ownership rights and all other proprietary and intellectual property rights in and to the Report and the Report's contents.

- 2. License Duration. This License is a perpetual license, subject to Section 4 below.
- 3. License Fee. Licensee has paid to Licensor the applicable fee ("License Fee") for this License.
- **4. Termination.** At any time by written notice to Licensee, the Licensor may terminate this License because of a breach of this License by Licensee. Termination under this Section will take effect on the date indicated in the applicable notice of termination. Upon such a termination of this License, Licensee shall have no rights whatsoever to the Report (or any part thereof).
- **5. Restrictions.** Licensee shall not sell, rent, lease or otherwise transfer this License. Licensee understands that the Report contains highly valued materials that are the proprietary property of Licensor and may include trade secrets within the meaning of the Uniform Trade Secrets Act. Licensee shall not copy any portion, or create derivative works, of the Report. Licensee shall not (a) remove or modify any marking or any notice of Licensor's proprietary rights, (b) make substantially the entire Report available in any manner to any other person outside of Licensee's organization, (c) modify or prepare derivative works of the Report, (d) sublicense, assign, rent, sell, lease, distribute or otherwise transfer access to the Report or any of the rights granted by this License, or (e) use the Report or any content of the Report to develop any product that is generally competitive with the Report or any Licensor products. However, notwithstanding the above restrictions in this Section 5, Licensee may make limited use of information in the Report (including, by way of example, utilizing figures, tables or other data from the Report) in preparing or making a presentation to other persons, so long as such utilized information is clearly attributed to Licensor,
- **6. Limited Warranty.** Licensor warrants to Licensee that the Report does not violate any third-party's intellectual property rights. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 6, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS (a) LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, (b) LICENSOR DOES NOT WARRANT THAT THE INFORMATION CONTAINED IN THE REPORT WILL MEET LICENSEE'S REQUIREMENTS, AND (c) LICENSOR DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE CONTENTS, THE USE, OR THE RESULTS OF THE USE OF THE REPORT IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.
- 7. Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED IN THIS LICENSE, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES SHALL LICENSOR, ITS AFFILIATES OR ITS DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES OR AGENTS, BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE LICENSE, EVEN IF LICENSOR OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. In no event shall Licensor's total liability to Licensee for all damages, losses, and causes of action arising from or related to this License (whether in contract, tort, including negligence, or otherwise) exceed the amount paid by Licensee as the License Fee.

- **8. No Waiver or Assignment.** No delay or failure to take action on the part of either party under this License will constitute a waiver unless expressly waived in writing, signed by a duly authorized representative of the waiving party, and no single waiver will constitute a continuing or subsequent waiver. This License may not be assigned, sublicensed or otherwise transferred by Licensee, by operation of law or otherwise, without Licensor's prior written consent.
- **9. Controlling Law and Severability.** This License shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to such jurisdiction's conflicts of laws provisions. If for any reason a court of competent jurisdiction finds any provision of this License, or portion thereof, to be unenforceable, that provision of the License shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this License shall continue in full force and effect.
- **10. Entire Agreement.** This License constitutes the entire agreement between the parties with respect to the Report (other than such agreements as are applicable to the License Fee payment terms and process), and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by duly authorized representatives of Licensor and Licensee.
- **11. Public Statements**. Licensee shall not make any statements to any other person regarding the terms of this License, without the express prior written consent of Licensor.
- 12. Miscellaneous. All the terms and provisions of this License shall be binding upon and inure to the benefit of and be enforceable by the respective permitted successors and assigns of the parties hereto. The headings contained in this License are inserted for convenience of reference only and shall not affect the meaning or construction thereof. Terms used in the singular shall be read in the plural, and vice versa, and terms used in the masculine gender shall be read in the feminine or neuter gender, when the context so requires. As used in this License, (a) the term "person" refers to a natural person, a corporation, a limited liability company, a partnership, a trust, or other entity or association, as the context requires, and (b) the term "affiliate" of a person means a person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the person specified, including without limitation subsidiaries. The term "control" (including the terms "controlling," "controlled by," and "under common control with") as used in this Section 12 means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.