

## PRODUCT / SERVICE TERMS

These Product/Service Terms apply to certain products that you access through our platform(s), website(s) or are otherwise identified in your order form, statement of work or other ordering document (collectively “**order form**”) and supplement the Clarivate Terms which apply to all of our products. If you have ordered or are accessing a product that is not listed below, then these Product/Service Terms not apply to your order. “**We**”, “**our**” and “**Clarivate**” means the Clarivate entity identified in the order form; “**you**” and “**your**” means the Client entity identified in the order form. Any other terms not defined in these Product/Service terms have the meaning given to them in the Clarivate Terms.

### IP Maintenance Services

#### 1. Definitions.

- a. *Contract Year* means each successive period of twelve months commencing on the Start Pay Date;
- b. *Renewal Notice* means the formal written notice provided to you or your nominee requesting the renewal term instruction;
- c. *Rights* means those patents, trademarks and/or other forms of intellectual property that we renew in accordance with the terms of this agreement;
- d. *Service Guide* means the documents which describe the different components of the Service and which set out our respective obligations, deadlines and similar matters;
- e. *Start Pay Date* means the date we become responsible to provide the Services in accordance with the terms of this agreement as further detailed section 4 below.

#### 2. Services.

Subject to your payment of charges and compliance with your Responsibilities below, we will use commercially reasonable skill and care to communicate and make payment of amounts (and where applicable submit relevant information and/or comply with other formalities) to a third party in order to effect the renewal of a Right (“*Renewal(s)*”) that you or your authorized agent instruct us to make on your behalf in accordance with the workflow and processes set forth in Service Guides (“*Services*”).

#### 3. Law Firms.

If you are an attorney or law firm, you may use the Services for the benefit of your clients. If you have been referred to us for Services by your law firm or other third party introducer, we may pay, and you agree we may pay, your law firm/third party introducer one or more financial benefit(s) from time to time including, but not limited to, fees, commissions, bonuses, or other payments in connection with such referral and with our support of your law firm or other third party introducer in providing necessary services to enable us to carry out your Services. These services may include, but are not limited to such tasks as, administrative tasks, transfer, protection and management of data between your law firm/third party introducer and us, ongoing maintenance of accurate case data and records, and the provision of staff and other resources to handle the day-to-day queries in connection with the Services. When we work with one of your law firms/third party introducers or other representative, they are acting as your authorized agent(s) and we are not responsible for their services.

#### 4. Start Pay Date.

- a. We will begin performing Services on your Start Pay Date as set out on your order form unless otherwise agreed in writing between us, provided (i) you have complied with your Responsibilities; (ii) where relevant, the interface between your IP portfolio management software and our system has been fully integrated and is working properly ; and (iii) you have terminated any other current IP maintenance service in respect of the Rights. We have no responsibility for providing any Services prior to the Start Pay Date. We may adjust the Start Pay Date in our discretion should the order form and/or your data be provided to us after the “*Contract Deadline*” on your order form and will notify you of the revised Start Pay Date.

- b. In the event we provide Services prior to either the completion of implementation or the Start Pay Date, you acknowledge that we are making an exception to our standard operating procedures at our discretion, and relying exclusively on the instructions, information, data and documents you provide. You confirm that all payments necessary to register and renew the Rights that are due prior to the Start Pay Date have been paid. You agree to pay any Urgent Charges (as defined below) that arise as a result of such operations, and to release us from responsibility for any case that lapses or has lapsed due to non-payment before the Start Pay Date.

**5. Responsibilities.**

- a. You are responsible for complying with, or procuring that your authorized agents comply with, your obligations in the agreement, Clarivate Terms and as set forth in the Service Guide. You or your authorized agent(s) must provide clear, timely and complete instructions, information, data, and documents which are current and accurate and in a mutually agreed format in order for us to perform the Services within the deadlines which may be imposed by a relevant third party (for example, a Patent & Trademark Office). We will only be bound by instructions, information, data, and documents provided in writing or via the online system or electronic interface approved by us. We will rely on and you are responsible for the accuracy, completeness and timely provision of all instructions, information, data, and documents provided to us by you, or your authorized agents (including any law firm or third party introducer that you have instructed to provide instructions, information, data, and documents to us in connection with the Services). You are also responsible for, and will reimburse us for losses arising out of, claims brought by third parties receiving the benefit of our products and services through you.
- b. In the event that you fail to comply with any of your responsibilities or obligations in accordance with 5a. above, (including without limitation you or your authorized agent(s) missing a deadline, sending us incomplete, incorrect or unclear instructions, information, data, or documents, failing to provide us instructions, information, data, or documents, or otherwise failing to comply with your responsibilities under the previous paragraph), we will not be liable for any loss which may result nor will we be under any obligation to take any actions to preserve, protect or restore your Rights. Nonetheless, if at our discretion, we take any actions, you will reimburse us for all costs and charges which may result from such action.

- 6. Term.** The Service begins upon the Start Pay Date and will continue in full force and effect unless until lawfully terminated by either party on 180 days' written notice for any reason.

**7. Charges and Invoicing.**

- a. The charges we invoice for Services is composed of a number of elements, details of which are more particularly described below:
  - i. *Service Charge.* This is the charge for the core Service including the systems, processes and people necessary to manage the provision of Services. The amount of Service Charge is specified in the order form and is based on the estimated number of Rights being renewed.
  - ii. *Official Charge.* This represents the amount that will be charged by relevant registries in each jurisdiction and may vary from time to time. It will include, where appropriate, the amount that will be charged by relevant registries for making a Renewal payment or submitting Renewal documentation after the due date.
  - iii. *Country Charge.* This is the charge for the infrastructure, personnel, processes and third parties (as appropriate) required to in order to execute a Renewal in a particular jurisdiction. We maintain a schedule of applicable Country Charges (which may be updated from time to time), a current copy of which is available on request.
  - iv. *Urgent Charges.* Any urgent or late charges whether as a result of your failure to comply with your Responsibilities or otherwise as a result of an instruction you provide to us.

We may increase Service Charges and Urgent Charges (i) once per Contract Year by no more than the greater of 5% or the consumer prices index (or equivalent) for the country in which you are domiciled or (ii) by giving you six months' notice. Official Charges and Country Charges may vary from time to time without notice.

- b. We will invoice you, and you will pay, the charges in the currency specified in the order form. If the currency of the Official Charge, Country Charge and/or other charges that we make on your behalf in connection with the Service differs from the currency specified on the order form then such amounts will be converted using our Clarivate currency rates (the "*Funds Management Charge*"). The Funds Management Charge covers the cost of managing global transactions, including financing Renewal payments, currency volatility risk and external bank charges.
- c. We will provide an estimate of the total charges due in each Renewal Notice; however, this is an estimate only and you will be responsible for any additional costs and charges that may arise, including but not limited to changes to Official Charges, Country Charges, charges for additional Services, Funds Management Charges or additional Urgent Charges or other amounts in respect to instructions, information, data, or documents received by us within forty (40) days prior to the due date of any Renewal. Invoices are fully due and non-refundable. If we choose in our discretion to adjust the invoice or otherwise provide a refund, we reserve the right to charge for or retain an amount reflecting the time, cost and expenses in dealing with such matter.
- d. **Rebates.** Our charges and commercial business model are calculated to reflect any rebates, discounts or commission ("*Rebates*") we may receive from third parties through our provision of the Services. You have no right or claim to the Rebates we may receive.
- e. If your order form requires pre-payment of any charges, we will only be obliged to perform Services if we have received cleared funds in full of those charges, into the bank account specified in Clarivate's pro forma invoice, at least ten (10) working days in your country in advance of the first occurring Renewal date as set out on in the relevant Renewal Notice.
- f. We will endeavor to accommodate your required vendor invoicing system provided you have given us all requirements in writing, including any changes. You must also provide all information required for such vendor invoicing system to process invoices and comply with other matters specified in the applicable Service Guide, including providing matter numbers and contact information. Any additional costs associated with our access to the vendor invoicing system will be invoiced to you. You remain responsible for payment of invoices even where we are unable to use, or the invoice fails to process through, your vendor invoicing system.

**8. Liability.**

- a. To the extent we provide data verifications services, verifications shall only be accurate to the extent that the third party data sources are correct and as of the date of extraction only, and we will not be liable for any errors or omissions that result from our reliance upon third party data sources.
- b. We are not a law firm and our services are not legal advice.
- c. We are not responsible for the performance or compliance of third parties outside our control, including without limitation (i) your IP portfolio management software and third party IP management systems (even where an integration with our services is available), (ii) your authorized agent(s) or any preferred filing agents you may have requested), (iii) delays, errors or omissions of any official registrars or registries responsible for effecting/registering the renewal of your Rights or (iv) any obligations outside the scope of this agreement. You may not assign or transfer claims arising out of the Services, regardless of whether such claims arise in contract, tort or otherwise.

- 9. Annual Minimum.** You commit to a minimum aggregate Service Charges to be invoiced in each Contract Year as specified in the order form. If the Annual Minimum is not satisfied by the actual Service Charges invoiced each Contract Year, you will be invoiced for, and agree to pay, the difference of the actual Service Charges invoiced and the Annual Minimum.

- 10. Governing Law.** Unless set forth otherwise on your order form, where your mailing address is located in North America or South America: the law of the Commonwealth of Virginia (USA) and the courts of Virginia; or



where your mailing address is located outside of North America or South America: the law of England and Wales and the English courts.

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