

## 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 Payment Services

#### 1. Definitions.

1.1. “IP Payment” means a payment of official charges to maintain the IP rights of a patent or trademark.

1.2. “IP Rules” means the collection of rules, (including but not limited to laws, legal requirements, fee, calculations and documentation requirements), for individual and related rights for designs, patents and trademarks from selected jurisdictions, compiled by us.

1.3. “Start Date” means the date on which you will begin to instruct us to make IP Payments.

2. **License.** If you are an attorney or law firm, internal business purposes includes the use of our service for the benefit of your clients.

3. **Services.** Subject to your payment of charges and compliance with your Responsibilities below, we will use commercially reasonable skill and care to perform IP Payments that you or your authorized agent instruct us to make on your behalf.

4. **Responsibilities.** Each of us agrees to operate in accordance with the service documents available at <https://ipmanagementsolution.com/dashboard/documents>. In the event that you (i) miss a deadline, (ii) send us incomplete or unclear instructions, or (iii) otherwise fail to comply with the applicable Service Documents, we shall not be liable for any loss which may result nor shall we be under any obligation to take any steps to preserve, protect or restore your rights. Nonetheless, if at our discretion, we take any such steps, you shall indemnify us against any and all costs which may result from such action, including, but not limited to, reasonable attorneys fees and expenses.

5. **Start Date.** The Start Date must be within the time frame stated on your order form. If you do not begin to instruct payments within the time frame on your order form, the Start Date will automatically be the last day of such time frame.

6. **Annual Commitment.** You commit to a minimum number of annual IP Payments that you will instruct us to pay beginning on the Start Date. The Annual Commitment will be stated on your order form. If the Annual Commitment is not met, you will pay Services Charges for the difference between the Annual Commitment and the IP Payments actually instructed for the period of time beginning on the Start Date through the end of the Initial Term or for the then current renewal term. Further, we may terminate on thirty (30) days’ notice if you have not requested any IP Payments in the previous twelve (12) months.

7. **Term.** The term begins upon execution of your order form and continues for an additional three (3) years from the Start Date (“**Initial Term**”). Thereafter, the term shall automatically renew for successive twelve (12) month periods until lawfully terminated by either party. After the Initial Term, either party may terminate your order form for convenience with at least ninety (90) days advance written notice to the other party. Such termination will be effective on the last day of the subsequent quarter following the expiration of the 90-day notice.

8. **Early Termination.** Unless you have terminated for our breach, termination prior to the end of the initial term is considered a breach by you and you remain responsible for, and will be invoiced for, all Services Charges specified on your order form that remain due for the Annual Commitment during the Initial Term.

9. **Charges and Invoicing.**

9.1. The charges we invoice for Services is composed of a number of elements, details of which are more particularly described below:

- 9.1.1. *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.
- 9.1.2. *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.
- 9.1.3. *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.
- 9.1.4. *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.

- 9.2. 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.
- 9.3. 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.
- 9.4. 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.
- 9.5. 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.
- 9.6. 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.

**10. Trademark Collateral Deposit.** You will remit a one-time collateral deposit equal to a percentage of the Annual Commitment for trademark payments and based upon the billing cycle reflected on your order form. This deposit will be invoiced at the first publication of the decision list and shall remain as a credit to your account as it



is not applied to future invoices. The deposit will be returned, less any additional Charges incurred, six (6) months after the termination effective date.

**11. Errors.** We may rely on the accuracy of the content that you provide to us and will not be liable for errors or delay originating from content you provide. In all such situations where we are at fault and the error can be corrected, your sole and exclusive remedy shall be the correction of the error by us, at no cost to you.

**12. IP Rules.** We have used commercially reasonable efforts and reliable sources in determining the IP Rules used in providing the service; however we do not offer any warranty of accuracy, completeness, interpretation of laws and regulations, documentation requirements, or forms to be used for any filings. We are not a law firm and our services should not be considered legal advice.

**13. Agency.** You consent to the use of local agents in performance the services regardless of the location of that agent in the normal course of providing such services or where required by a local jurisdiction. Agents will not be considered subcontractors under the agreement.

Last updated: November 2021