



## 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, quote, 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 described herein, then these Product/Service Terms do not apply to your Order. “We”, “our” and “Clarivate” means CPA Global Limited (with company number 93743 and registered address at Liberation house, Castle Street, Jersey JE1 1BL, Channel Islands) unless specified otherwise in the Order; “you” and “your” means the Client entity identified in the Order. Any other terms not defined in these Product/Service terms have the meaning given to them in the Clarivate Terms

### IP Recordal

- 1. Services.** Clarivate will provide the IP Recordal services specified within your Order, which may include, but is not limited to; recording changes related to your IP rights including assignments, mergers, changes of name, changes of address, changes of legal entity, and other updates in IP registries.
- 2. Scope of Service/ Clarivate’s Obligations.**
  - (a) Clarivate will prepare the necessary documentation required for the recordal of the title update in each country. These documents will include (i) country-specific powers of attorney; and (ii) jurisdictional deeds of assignment documents.
  - (b) Clarivate will authenticate the necessary documentation required for the recordal of the title update in each country. These documents will include: (i) country-specific powers of attorney; (ii) jurisdictional deed of assignment documents if signed in the US or UK (We will only be able to legalise these documents; it will be your responsibility to sign and notarise the confirmatory deeds); and (iii) certificates of change of name.
  - (c) Clarivate shall send Client recordal confirmation on completion of the transfer in each jurisdiction.
  - (d) In the limited number of jurisdictions where the address for service is automatically overridden during the recordal, the reinstatement of address for service is not included within the Services. Clarivate will, however, provide Client with a list of countries where the address for service is overridden.
  - (e) Clarivate shall provide a specialist project manager who will be responsible for providing the project plan, managing the recordal, monitoring progress, and reporting on completion of the process.
  - (f) Clarivate will provide you with a secondary point of contact for escalation purposes.
  - (g) Clarivate will use your filing agents to record the title change for those patents in the application phase.
- 3. Out of Scope.** The renewal of any patent or trademarks listed within the Order is not included within the Services and, subject to your request, shall be set out within a separate agreement.
- 4. Deliverables.** Clarivate will perform the Services for the patents, designs, and trademarks listed within the Order.
- 5. Client’s Obligations.**
  - (a) Client shall promptly sign and return the necessary documentation as prepared and requested by Clarivate.
  - (b) Client shall provide Clarivate with the necessary documentation required for the recordal in each country. Depending on the type of recordal and jurisdiction, these documents may include:
    - (i) Jurisdictional deeds of assignment;
    - (ii) Country specific powers of attorney;
    - (iii) Certificates of incorporation;
    - (iv) Certified true copy of master deed of assignment;
    - (v) Original or certified copy attesting to change of name/address;
    - (vi) Original or certified copy of official document attesting to merger;
    - (vii) Original letters patent;
    - (viii) Original certificates of registration;
    - (ix) Description of proprietor’s business activities;
    - (x) General power of attorney for performing the title update.

- (c) Client shall provide Clarivate with the effective date of the change.
  - (d) Client shall provide a primary point of contact, and a secondary point of contact for escalation purposes.
  - (e) Client shall provide Clarivate with a timely and prompt response to Clarivate queries and response to all actions within the project plan within the specified timeframe.
  - (f) Client shall provide Clarivate with a list of filing agents for those patents in the application phase.
- 6. Term.** The commencement date for the Services shall be the Order Date set out within your Order, or the date of your acceptance of your quotation or as otherwise mutually agreed. The Term shall continue until the completion of the Services (or other date as may be specified in your Order), without renewal.

**7. Fee and Charges.**

- (a) In consideration of the Services to be supplied hereunder, at the start of the Term of your Order, unless specified otherwise on the Order, CPA Global Limited (Clarivate) shall invoice Client for the total Fees set out within the Order. The currency for invoice and payment will be as specified in the Order. Additional charges that may be incurred as described in below shall be invoiced separately. during the term of this Agreement.
- (b) The Fees have been determined subject to the following:
  - (i) Notarisation, and legalisation costs have been included and nominal additional charges will be made for these services, where required;
  - (ii) Translation costs are not included.
- (c) Additional charges will be made as follows:
  - (i) stamp duty, late filing fees or other such duties or sales taxes payable on recordal as may be required by the law in some jurisdictions;
  - (ii) cost of obtaining certified copies of the original letters patent on Client's behalf;
  - (iii) if Client requires the addition of any additional IP cases in the project or additional recordal actions
  - (iv) for jurisdictions where it is necessary to record against Client's entire portfolio and Clarivate has not been advised of the complete portfolio;
  - (v) in territories in which, upon Client instruction, Clarivate has attended to additional proprietor changes outside those highlighted in the list of IP rights/quote/the Order to ensure Client title;
  - (vi) for courier costs that exceed what is reasonably expected for a recordal project;
  - (vii) for delay in the commencement of Services or any delay due to Client's failure to provide information. In the event of excessive delays prior to the commencement of Services, Clarivate reserves the right to revise the Fees.
- (d) Clarivate reserves the right to increase the Fees set out within the Order as a result of:
  - (i) any change to the law or any other reason beyond Clarivate's reasonable control;
  - (ii) any breach of this Agreement by Client;
  - (iii) the supply of incorrect or inadequate information by Client;
  - (iv) Failure by Client to supply Clarivate with the data, documents, and information as required for the commencement and/or fulfillment of the Services, in a timely manner and in any event, no later than 60 days from the date of the Order;
  - (v) any change in the timetable for the delivery of the Services or a modification of the Services requested by Client and accepted by Clarivate;
  - (vi) any increase in agents' charges or any other third-party charges;
  - (vii) Client requests for specific filing agents where their fees are higher than Clarivate's regular agent fees in connection with the recordal against patent applications.

- 8. Governing Law.** Unless otherwise specified in an Order, the Services are subject English law and the jurisdiction of the English courts.

Last updated: February 2025