



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.

IPfolio

- 1. Salesforce Infrastructure.** IPfolio is based upon and utilizes an infrastructure provided by Salesforce.com. We are therefore required to pass down certain terms and requirements which are nonmodifiable by you or Clarivate, and may be changed at any time by Salesforce. **(a) Terms of Use.** Your use of the Services is therefore also subject to the Third Party Terms for “SFDC Terms of Use” available at https://c1.sfdcstatic.com/content/dam/web/en_us/www/documents/legal/Agreements/alliance-agreements-and-terms/Reseller-Pass-Through-Terms.pdf and SFDC’s Acceptable Use and External Facing Services Policy (“AUP”), available at <https://www.salesforce.com/company/legal/agreements/#>. Such terms are to the benefit of and enforceable by Salesforce.com Inc. **(b) Technical requirements.** There are technical requirements you will need to meet in order for the Salesforce solution to work effectively within your environment, currently available here: https://resources.docs.salesforce.com/214/latest/en-us/sfdc/pdf/salesforce_technical_requirements.pdf. **(c) Trust and Compliance Documentation.** Information about Salesforce security, privacy and architecture, including reliability, backup, and disaster recovery is available at: <https://www.salesforce.com/company/legal/trust-and-compliance-documentation/#sfinfrastructure>.
- 2. Term.** Notwithstanding the Terms, you must provide at least ninety (90) days’ notice prior to your renewal date of your intent not to renew or any modifications (including reductions) to your subscription.
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- 4. Data.** During the term we may provide you access to data through IPfolio including IP information from publicly available sources (e.g., Open Patent Service), country law rules, and private information acquired with your permission and on your behalf, including from USPTO’s Private Pair online service, processed and enriched by our subcontractor, Twin Dolphin Software (“TDS”), based in San Mateo, California. Such data may be accessed and used solely by your IPfolio users in furtherance of the ordinary use of the product. YOU ACKNOWLEDGE THAT SUBSTANTIAL AMOUNTS OF THE IPFOLIO-PROVIDED DATA ARE PROVIDED BY THIRD PARTIES, AND WE HAVE NO CONTROL OVER, OR LIABILITY FOR ANY SUCH DATA. With regard to Private Pair data, TDS reserves all intellectual property rights in the data authored by TDS (“TDS Data”). As between you and TDS, you acknowledge that the TDS Data is and will remain the sole and exclusive intellectual property of TDS and you obtain only the license set forth in the agreement.
- 5. Data and content removal.** We may on notice require you promptly remove our data or your content from IPfolio if required to do so by a third party provider, court or regulator; or if there has been or it is reasonably



likely that there will be a violation of third party rights or applicable laws, rules or regulations. You will defend us against any claim, demand, suit or proceeding made or brought against us by a third party; (i) alleging that any of your content infringes or misappropriates such third party's intellectual property rights, or (ii) arising from your breach of the agreement or applicable law.

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