



## PRODUCT / SERVICE TERMS

These Product/Service Terms ("**Terms**") apply to certain products that you access through Clarivate's Service Request Portal ("**Portal**") or are otherwise identified in your 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 Terms do not apply to your Order. "**We**", "**our**" and "**Clarivate**" means applicable affiliate of Clarivate contracting for the Services as set out within an Order (as defined herein) or as identified within your invoice.

"**Client**", "**you**" and "**your**" as referred to in these Terms, unless otherwise agreed shall refer to the billing entity listed within the Service Request Portal associated to the user, and if no billing entity associated to the user the legal entity for which the Services are provided (as defined herein). Any other terms not defined in these Terms have the meaning given to them in the Clarivate Terms. Your Order, these Product/Service Terms and Clarivate Terms, as updated by Clarivate from time to time, constitute the complete agreement between us ("**Agreement**").

### Service Request Portal Terms

THESE TERMS YOUR RELATIONSHIP WITH US IN YOUR PURCHASE AND USE OF OUR SERVICES ORDERED VIA OUR PORTAL OR SUBMITTED THROUGH OTHER APPROVED MEANS TO US.

IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU WARRANT AND REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCEPT THESE TERMS AND MAY NOT USE THE SERVICES.

NO COMPETITOR ACCESS OR BENCHMARKING IS PERMITTED. YOU ARE NOT PERMITTED ACCESS TO THE PORTAL IF YOU ARE OUR DIRECT COMPETITOR OF ANY OF OUR SERVICES, EXCEPT WITH OUR PRIOR WRITTEN CONSENT. ACCESS IS NOT PERMITTED FOR THE PURPOSES OF MONITORING AVAILABILITY, PERFORMANCE OR FUNCTIONALITY, OR FOR ANY OTHER BENCHMARKING OR COMPETITIVE PURPOSES.

#### 1. Definitions.

- (a) **Agent** means the third-party agent / subcontractor providing some aspects of the execution of Services from Clarivate's designated existing agent network, or a Specified Agent as may be requested by Client for the conclusion of the Services.
- (b) **Order** means order form, statement of work, or (i) a Request submitted by Client for Service(s), in the form specified by Clarivate, for specific Services via the Portal and acknowledged and accepted by Clarivate in a formal confirmation email sent to Client's Email Address, (system automated acknowledgements of a Request do not constitute acceptance) or (ii) an Order mutually agreed outside the Portal signed by the parties' authorized signatories.
- (c) **Order Effective Date** means the effective date for an Order on which that Order comes into force when accepted by Clarivate in a formal confirmation email sent to Client's Email Address, (automated acknowledgements of a request do not constitute acceptance).
- (d) **Order Effective Period** means the period commencing on the relevant Order Effective Date up until the completion of the Services within that Order, unless earlier terminated in accordance with the Agreement.
- (e) **Portal** means the Service Request Portal available at the designated web address provided to Client or such successor site as notified to the Client from time to time, including the applications hosted on it.
- (f) **Request** means a request for a Service submitted in English via the Portal or sent to

[ts.translations@clarivate.com](mailto:ts.translations@clarivate.com), in the event of Translation Services, or [filingsupport@clarivate.com](mailto:filingsupport@clarivate.com), in the event of Fling Services (or other email address as may be notified of from time to time). A Request for multiple Services shall be deemed one Request encompassing all relevant Services and their applicable terms.

- (g) **Service(s)** means the Services set out within the Service Specific terms in Schedule 1; or such other services as may be agreed within an Order.
- (h) **Specified Agent** means an agent / subcontractor for the Services that is not part Clarivate's existing network of agents and has been specifically requested by Client for the performances of the Services and Clarivate has agreed as part of the Order. Clarivate shall pay invoice related to patent filing of the Specified Agent as part of the filing request by the Client;
- (i) **Custom Agent** means an agent / subcontractor for the Services that is not part Clarivate's existing network of agents and has been specifically requested by Client for the performances of the Services and Clarivate has agreed as part of the Order. Clarivate shall not be responsible for any invoice from Custom Agents.

## 2. Charges and Payments.

- (a) A quotation for Services is valid for 28 calendar days and will be the basis for the agreed charges within an Order. The final agreed charges are those set within an Order and are based on the information provided by you. Charges may be subject to change due to any incorrect, inaccurate information, additional services or late fees that may be applicable to the Service.
- (b) You shall pay the charges to us as consideration for the provision of the Services. We shall invoice you, and you shall pay to us, the charges in the currency specified in the applicable Order. Arrangements to invoice an alternative entity are subject to mutual agreement between the parties and may include additional charges.
- (c) If any sums of money require to be converted from one currency to another, such sums or shall be calculated using our rates from time to time, which include provision for funds management (e.g. currency exchange/risk exposure, managing global transactions, credit risk and the like).

## 3. Changes to Terms.

We shall be entitled to change the Agreement on at least 60 (sixty) days' notice to ensure compliance with changes in law or regulation or to the Portal. If you can demonstrate to us that such change significantly alters the nature of the bargain you originally entered into with us then you shall be entitled to terminate all Orders on notice to us.

## Service Descriptions for Patent Foreign Filing

Clarivate shall provide a Patent Foreign Filing Service as described below:

### 1.1 Order Analysis

**1.1.1 Request received via Portal.** If Client has provided all the requisite information required by Clarivate via the Portal, we will confirm and your Request will be acknowledged as an Order.

**1.1.2 Request received via email.** If the Client has emailed a Request, we will advise Client of the requisite information required for the completion of the Service and upon receipt of this information your Request will be acknowledged as an Order.

### 1.2 Document Preparation

**1.2.1 Translations.** If translated documents are required and are not provided by Client, Clarivate shall instruct agent(s) within the relevant jurisdiction, or utilize Clarivate-appointed translators, to prepare any required translations.

**1.2.2 Pre-filled and bundled forms.** Clarivate shall provide power of Attorney forms provided by an Agent, declarations and assignments to be executed by the patentee or the applicant pre-filled and bundled. Client must respond to any requests in a timely manner and no later than the earlier of the deadline specified by Clarivate, or two business days before the official deadline to allow sufficient time for Clarivate to process and distribute information.

Client will have submitted as part of the Request the validly executed Power of Attorney forms (POA) required for the filing and any required declarations and assignments to be executed by the patentee or the applicant pre-filled and bundled. The POA and any declarations and assignments shall be provided in the requisite timelines for the relevant jurisdiction and in no event later than the earlier of the deadline specified by Clarivate, or two business days before the official deadline to allow sufficient time for Clarivate to process and distribute the POA's.

**1.2.3 Document review.** Clarivate shall dispatch the document provided to relevant Agent(s). The Client will be contacted if any substantive issues arise.

### 1.3 Filing

**1.3.1 Agent coordination.** Clarivate shall coordinate with the Agent(s) on all further actions required for the patent filing.

**1.3.2 Examination and Renewals fees.** If the Agent(s) is/are not in charge of handling the payment of some official fees (e.g. examination fees, renewal fees), Clarivate's policy is to secure the payment of all official fees which are due at the filing deadline or within three (3) months of the said deadline. Therefore, if any official fee (examination and/or renewal fees) is due within this period of time, the Agent(s) shall be instructed to secure payments in order to keep the application alive. Charges for requesting substantive examination at the date of filing are not included in our service fees, except where local laws provide that such a request must be filed in all cases.

### 1.4 Filing Report

**1.4.1 Agent actions.** Clarivate shall send a summary to Client of all actions taken by agents by or before any relevant official deadlines. In the event of urgent Orders this may be provided only on due date. One email per due date is sent to the Client unless instructed well in advance of the official deadline to report all entries in a batch.

**1.4.2 Missing requirements.** Clarivate shall provide a summary of missing requirements to complete filings, together with any corresponding deadlines, to the best of its knowledge as provided by the Agent(s).

**1.4.3 Documents.** Clarivate shall provide documents, or online access link, filed with and/or received from Patent Offices, if received by the Agent(s).

**1.4.4 Invoice.** Clarivate shall send a single invoice covering all actions in all jurisdictions, unless the Client requests in writing one invoice per country. Invoices are sent upon completion (unless

invoiced in advance).

**1.4.5 Transfer of responsibility.** The responsibility of the case is transferred to the Agent(s) in each jurisdiction, unless agreed in writing otherwise between Clarivate and Client, for the proceedings on the merits and Clarivate shall communicate contact details of both parties to each other.

## 1.5 High-Level Roles and Responsibilities Matrix

Task	Clarivate Responsibilities	Client Responsibilities	Agent Responsibilities
Agent coordination during filing	✓	Timely input to ensure filing/response done within the agreed timelines	
Review & file Patent Application Package with PTO		Provide sign-off within agreed timelines, if required	✓
Filing report out to Client	✓		Provide filing receipt and filed documents
All post-filing tasks (including office action handling, allowance & grant proceedings, renewals, etc.)	None, unless agreed otherwise in written	Provide sign-off within agreed timelines	✓
Voluntary claim amendment (e.g., to avoid fee for extra claims)		Provide sign-off within agreed timelines	✓ (only if approved by Client)
Invoice Management	✓ (only for patent filing, unless agreed otherwise in written)	Pay invoices to Clarivate within pre-agreed timelines	Provide invoices within pre-agreed timelines
Legal advisory and legal services			✓

For patent filing services, the Client is obliged to pay a statutory fee to the relevant jurisdictional Patent and Trademark Office (PTO) ('official PTO fee').

Clarivate to provide patent filing support for national phase entries or direct filing (together 'foreign filing') to the Client. In the course of its performance of these patent filing support services, Clarivate will pay official PTO fees to the Agent on behalf of the Client, which has been incurred by the Agent and will be reimbursed by the Client to Clarivate at actuals.

Clarivate's team to respond to administrative and non-legal questions from agents, while Client to manage all other questions (legal and technical) from Agents.

## 2. Optional Services

**2.1 Structured Invoice Management.** Clarivate offers the possibility to the Client for the consolidation of filing and prosecution invoices on your behalf and issue a monthly invoice in a single currency in the format of your choice. For this Service the Client is required to execute a separate agreement for the conclusion of this service.



**3. Other Assumption**

**3.1** The legalization and/or notarization of documents, when needed, must be handled by the Client.

**3.2** Any post filing activities (including prosecution, late submissions, Renewals, etc.) and corresponding fees are not considered in our quote and those will be provided directly by our Agents to you, as and when required, unless agreed otherwise.

**3.3** Any revision in Agent fees shall impact Clarivate's service and translation fees, which shall be regularly updated in the Portal.



## Service Descriptions for Patent Translations

Clarivate shall provide a Patent Translation Service as described below:

### 1.1 Order Analysis

**1.1.1. Request received via Portal.** If Client has provided all the requisite information required by Clarivate via the Portal, we will confirm and your Request will be acknowledged as an Order.

**1.1.2. Request received via email.** If the Client has emailed a Request, we will advise Client of the requisite information required for the completion of the Service and upon receipt of this information your Request will be acknowledged as an Order.

**1.1.3.** The Client (or its authorized foreign filing representative) will submit translations requests via Clarivate's Translations portal or send to Clarivate mailbox (ts.translations@clarivate.com). The portal/mailbox will be monitored by Clarivate, where a team member who will be responsible for handling all requests from Client will confirm receipt. If portal is used, Clarivate shall onboard the Client's agents on the portal as part of business take on.

**1.1.4.** Each Request from the Client shall, without limitation:

- (a) include all original documents as attachments (including the source document or the unique identifiers for a particular document, e.g., patent publication number and publication date, etc.),
- (b) indicate the email address to which Clarivate shall send the translated documents,
- (c) indicate that standard service will apply or provide the Client's preferred delivery deadline, and
- (d) indicate if the Client requires any optional or additional services, or has any additional requirements.

**1.2.** Clarivate will use all commercially reasonable endeavors to process the translations as soon as requested by the Client (or its foreign filing representative), as described above, unless there are issues which Clarivate needs to clarify. In the event translation requests are received for processing during official national holidays, Client will be notified of any impact to delivery time.

**1.3.** The Client will not be required to receive and accept a quotation for each job / request. Where Clarivate cannot provide a translation to meet the Client's preferred deadline date using "standard" service, Clarivate will seek approval from the Client to provide the translation on a "rush" basis, as described in in the Standard and Rush Service Section of these terms.

**1.4.** In the event that Clarivate is unable to complete any request to the agreed schedule, the Clarivate team member responsible for supporting the Client will notify the Client or the Client's representative within one working day of receiving the request and will propose an alternative delivery date.

**1.5.** Each translation will be priced according to the Fees agreed between the parties.

**1.6.** Clarivate will update the order entry system and forward the details to its billing department to enable the billing department to generate and send invoices to the Client.

**1.7.** The translated documents will be uploaded via the Translations portal for the Client to download or shared via an email to the requestor.

Clarivate provides administrative services only and is neither responsible for any legal services nor any legal advice in the conclusion of the services. Clarivate does neither provide, nor do these Services including any advisory, legal advice, counselling or other legal services. Clarivate does not act, nor represent itself to act in any legal advisory capacity and no provision within this Agreement provides Clarivate with any authority to commence, pursue, advise, instruct, or settle legal actions by or against any third party(ies) on behalf of the Client.

## **2. Deliverables**

Translated documents will be supplied in a ready-to-file format in Microsoft Word and/or Adobe PDF format.

## **3. Fees**

A monthly invoice will be raised upon successful delivery of the translation(s) to the Client (or Client's representative). Invoice will be sent to Client (or Client's representative) and an invoice should correspond to one language pair for a given request.

### **3.1. Standard and Rush Service**

Clarivate's "standard" service involves translating 1,500 English words (or the equivalent in Asian characters if pricing is on a per-character basis) per working day plus two working days for the translator and their proof-reader to discuss, agree and implement any amendments; conduct a final review; and dispatch to the Client. If the Client's requested deadline requires a faster delivery ("rush" service), the translator will translate 2,000 words per working day. There is a 25% surcharge on the rates above for the rushed service which is 33% faster. Clarivate will liaise with the Client concerning the availability and use of patent office Extension periods as an alternative so that rush service does not apply.

In cases where the size of the document and the close proximity of the Client's requested deadline date cannot be met using "rush" service, Clarivate will liaise with the Client's local agents concerning the availability and use of patent office Extension periods as an alternative so that standard service and the above standard per word rates can apply.

Please note, for a rush service, you acknowledge and agree that undertaking a translation on a rush basis may result in objective and subjective errors and inconsistencies (stylistic, grammatical, word usage, etc.). Clarivate shall use all reasonable efforts to ensure the quality and accuracy of the work. However, we cannot guarantee to achieve exactly same level of the quality or accuracy in all cases compared with our standard service.

### **3.2. Sworn Translation**

Clarivate's "standard" service involves translating without a sworn translator. For jurisdictions requiring sworn translation, Clarivate shall apply 25% surcharge on the standard word/character rates for engaging sworn translators.

### **3.3. Translator Certificate**

A standard translator certificate can be requested by the Client for each translation. This is a signed statement affirming that the translation was prepared by a skilled translator and is an accurate and complete rendering of the original document. This is not usually required for patent filings by the patent offices and so is not normally supplied. If requested, there is no charge for this service when the certificate is supplied by email. Where the Client requests a hardcopy to be sent, a fee of USD 60 (or EUR 60) per certificate translation will apply and covers express courier delivery of the original signed documents. If for special circumstances a local court-registered translator is required to provide special certification at a patent office, any additional fees arising from this will be agreed in advance between Clarivate and the Client and/or its agents.

### **3.4. Formatting Surcharges**

Translations are supplied formatted for filing. However, please note, if the source drawings are poor quality and require us to redraw them, or the source text and drawings are supplied in image-based PDF files which require text capture and reformatting, or if the Client or the Client's agents have a requirement for the documents to be supplied in a special format, e.g. for a new type of e-filing process, a nominal set up and processing fee (\$55/hour or €55/hor) may apply. Should it become necessary, this will be agreed in advance between Clarivate and the Client and/or its agents.

### **3.5. Currency and Exchange Rates**

Billing shall be in EURO or USD; should other currencies be required, exchange rate to be agreed.



### **3.6. Taxes**

Client will be charged separately for any applicable taxes and any other products, services or fees not included in this Agreement.

All rates are based on the assumption that all work can be conducted and delivered via Clarivate's standard delivery model, with work completed by Clarivate's global resources. Modification to the standard delivery model at any point post execution of the SOW may require additional scoping and price adjustments.

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