



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**”) 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 do 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.

Unycom

1. Definitions

“**Additional Professional Services**” means services we provide to you that are not included in section 3.1 of these product/service terms.

“**Hotfix**” means any improved Unycom Software, which addresses one or more malfunctions and is provided by us to you.

“**Services**” means the products and services relating to Unycom Software that are ordered by you under an order form or Statement of Work.

“**Server Operator**” means the company that provides room for secure storage of Unycom Software on its servers and manages and guarantees the proper maintenance of its servers.

“**Statement of Work**” means a written document provided by us which details the work to be completed and which is mutually signed by the Parties.

“**Subscription**” means the right purchased by you to use the Unycom Software and defined services for a certain period of time as specified in this Order. Subscription may include a defined number of Users for User-based Services as well as a defined number of transactions for Transaction-based Services as specified in the Order Form or any applicable Statement of Work.

“**System Environment**” means those parts of your computer system that are necessary for the correct functioning of the Unycom Software, including hardware, operating systems, middleware, supporting software and application monitoring.

“**Transaction-based Services**” are ordered by you to purchase the right to execute the number of transactions as defined in the Order Form or any applicable Statement of Work.

“**Unycom Software**” means the Unycom software, as further detailed in the Order Form.

“**Update**” means updates to the Unycom Software provided by us that include minor improvements (like extension of existing functionality), but not to include those new releases that include major improvements (like adding substantial new features, functionalities or modules).

“**Users**” means your and your affiliates’ employees, representatives, consultants, contractors or agents who are authorized by you to use Unycom Software, including any ordered services provided via the Unycom Software, for whom Subscriptions to Unycom Software have been purchased, and who have been supplied user identifications and passwords by you (or by us at your request).

“**User-based Services**” are ordered by you to purchase the right for dedicated Users to access and use the Unycom Software.

2. Subscriptions for Unycom Software

2.1 Subscriptions

We hereby grant to you the right to access and use the Unycom Software in accordance with this Agreement.

3. Fees and Payment

3.1 Fees

You shall pay all fees specified in the present Agreement. Except as otherwise specified herein or in an Order Form:

- (i) fees are based on services purchased and not actual usage,
- (ii) payment obligations are non-cancellable, and
- (iii) fees paid are non-refundable, and
- (iv) you may not decrease the number of Subscriptions purchased during the relevant Subscription Term.

Subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for Subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the Subscription Term.

3.2 Fees for Additional Professional Services

If you order Additional Professional Services, these services will be charged on a monthly basis according to our actual efforts and our valid standard daily rates (one working day consists of 8 working hours). A 50% surcharge to the standard daily rates will apply for services performed outside our regular office hours, as well as on weekends or bank holidays in Austria.

3.3 Suspension of Service

If any amount owing by you under this Agreement or any other agreement is 3 or more months overdue, the following procedure will apply. You will receive at least 3 payment reminders. If amounts are still overdue then, we will call for a management meeting with you to be held within one week. If amounts are still overdue after this management meeting and the amounts are already overdue for at least 6 months, we may suspend the services and revoke your right to use Unycom Software. Once the amounts are paid in full, we will restore your access to the services and the Unycom Software. The obligation to pay the Subscription fee remains unaffected by our exercising our rights to suspend performance/access.

4. Term of Agreement

This Agreement shall commence on the effective date specified in the Order Form (or such other date as the parties may have agreed upon in writing) and shall continue until all subscriptions granted in accordance with this Agreement have expired or been terminated.

5. Subcontracting

We have the right to engage subcontractors in the fulfillment of our obligations under this Agreement.

SCHEDULE 1 SERVICES RELATING TO DATA, DATA FEED & OTHER DATA SERVICES

In deviation to the Unycom product/service terms, you acknowledge and accepts the following regarding the below Schedule 1 Services made available via Unycom Software, which is incorporated into your Agreement with us, notwithstanding that the terms herein shall take precedent over any conflicting terms.

1. Definitions

“Client Data” means all electronic data or information submitted by you to us and other than as specified within this Schedule 1, shall have the same terms applicable as to **“Content”** within the Clarivate Terms.

“End User” means an end User of AWS, which must comply with the obligations applicable an End User that are set forth in the AWS Customer Agreement located at <http://aws.amazon.com/agreement>.

“Interface” means the interface as identified in Schedule 1, section 3.

“ip-x-change” means a technical framework set up for the purpose of exchanging Client Data between different Providers and Unycom.

“Integration Hub” or **“IHUB”** means a technical framework set up for the purpose of exchanging Client Data between different Clarivate products and is operated in the Amazon Web Service cloud (**“AWS”**). The Integration Hub Services utilize the AWS infrastructure for its technological environment and as a result, Clarivate is required to passthrough



certain terms to Client. These terms and requirements are nonmodifiable by Client or Clarivate and may be changed at any time by AWS. By accessing the product via the Integration Hub Services, Client will be an End User.

"Schedule 1 Service" or **"Service"** means the relevant service(s) selected and described within this Schedule 1, section 3 ordered by you.

"Third Party Provider" means any third party provider set out in this Schedule 1, section 3 that provides any information and/or data or data processing services involved with the Services.

"Provider" means either a Clarivate entity or other Third Party Provider offering a product or service made accessible by us to you via an Interface, however such Provider shall not be considered as a party to your Agreement or this Schedule 1.

2. DISCLAIMER OF WARRANTIES

2.1 ACCESS TO ANY SERVICES IS PROVIDED "AS IS" and "AS AVAILABLE". WE DO NOT MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, CONCERNING THE QUALITY OR NON-INFRINGEMENT OF THE SERVICES. YOU ASSUME ALL RISK OF USE. NO WARRANTY IS GIVEN THAT THE PROVISION OF THE RESULTS OF A THIRD PARTY PRODUCT OR SERVICE WILL BE ERROR-FREE, COMPLETE OR UNINTERRUPTED.

2.2 YOU ACKNOWLEDGE THAT ANY SERVICES THAT ARE PROVIDED BY THIRD PARTY PROVIDERS WE HAVE NO CONTROL OVER, OR LIABILITY FOR ANY SUCH PRODUCT OR SERVICE. UNDER NO CIRCUMSTANCES WILL WE OR THE THIRD PARTY PROVIDER BE RESPONSIBLE FOR YOUR USE OF, OR RESULTS ACHIEVED.

2.3 IN DEVIATION TO ANY EXISTING LIABILITY CLAUSE YOU MAY HAVE WITH US, LIABILITY UNDER THIS SCHEDULE 1 SHALL NOT EXCEED THE AMOUNTS PAID AND PAYABLE BY YOU TO US UNDER THIS SCHEDULE 1.

3. Services and Description

The Chargeable Services listed within the table below shall commence upon the mutually agreed commencement date within relevant Order Form or other written agreement between the parties. The non-chargeable Schedule 1 Services will apply as they are utilized by You from time to time. You agree and authorize the exchange and/or storage of Client Data with the Providers and via the Interfaces as listed below.

Service	Functionality within Unycom Software	Provider	Interface	Description of Service
CHARGEABLE SERVICES				
USPTO PAIR Integration	USPTO automated incoming mail	Twin Dolphin Software Inc. (Third Party Provider)	Ip-x-change	By linking the Twin Dolphin web service with the Scan2Unycom mechanism via the ip-x-change service Smart Docketing, it is possible to automatically import and process USPTO documents in Unycom. The Twin Dolphin web service automatically orders the You's USPTO documents from the Private Patent Application Information Retrieval (PAIR), which will then be prepared for the automated import in Unycom via the Scan2Unycom interface.
Smart Docketing	Automated Incoming Mail	POSLOVNI INFORMACI	ip-x-change	By linking the Smart Docketing service Smart Docketing with the Scan2Unycom mechanism, it is possible to automatically import and process official PTO documents in Unycom.

		ONI SISTEMI d.o.o. BUSINESS INFORMATI ON SYSTEMS Ltd (Third Party Provider)		<p>Both the modules for Smart Docketing and Scan2Unycom must be active on the system for this functionality to work.</p> <p>Documents are fetched from a designated folder and uploaded to the Smart Docketing service in the ip-x-change cloud. The Smart Docketing service extracts data from the document which will then be prepared for the automated import in Unycom via the Scan2Unycom interface and the automated processing as incoming mail in Unycom.</p>
E- Correspon den ce	Automated Incoming Mail	Clarivate / Clarivate affiliate	Integration Hub	<p>The E-Correspondence Service allows customers to automate the process of docketing incoming mail. Official documents from the supported IP offices are uploaded to the service where relevant meta data is extracted and provided back to Unycom. Based on the provided data, an automated import performs an incoming mail per document to store the corresponding PDF file, docket the extracted meta data (such as application number and filing date) and trigger tasks and due dates.</p>
NON-CHARGEABLE SERVICES				
Annuity Integration	Payment Service Interface	IPAN GmbH (Clarivate affiliate)	ip-x-change	<p>When using IPAN services via ip-x-change, it is possible to configure a connection to IPAN in order to view the portfolio monitored by IPAN directly in Unycom Pro. For patents, utility models and designs, payments can be managed directly via Unycom without the need for additional communication via e-mail. The data is transmitted via web service automatically.</p>
Integrated Analytics (BASIC)	Integrated Analytics Service	Birst Inc (Third Party Provider)	ip-x-change	<p>The Integrated Analytics service creates graphical representations of IP portfolios, which are integrated in Unycom via ip-x-change. The service consists of the following elements:</p> <ul style="list-style-type: none"> - authorized users can view the configured dashboards of the Integrated Analytics service - authorized users can work with the Integrated Analytics service's visualizer - authorized users can search, create, edit and delete dashboards.

				<ul style="list-style-type: none"> - authorized users can assign dashboards to be displayed on a user's Home page - in trademark family files, a preconfigured Country Coverage dashboard can be displayed - in patent and design family files, a preconfigured dashboard on Maintenance Fees can be displayed
E-Submission	E-Filing	Clarivate / Clarivate affiliate	Integration Hub	<p>The E-Submission Service enables users to prepare submission packages directly in Unycom.</p> <p>Once the user has selected all relevant data, it can be validated and a downloadable package created. Depending on the IP Office, this package can be downloaded and imported in the corresponding software provided by the office.</p> <p>This automated preparation greatly reduces repetitive manual labor, improving colleague productivity.</p>

Last updated: October 2024