



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 Services means services we provide to you that are not included in Section 3 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 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 Services

If you order Additional 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. Ownership of Customer Data

For the avoidance of doubt, we are neither data controller nor is it processing any data under this Agreement. If Unycom is entitled to host your data, the rights and conditions set out in clause 5 of the Clarivate Terms shall apply.

5. 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.

6. Subcontracting

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

SCHEDULE 1 INTERFACES TO THIRD PARTY PRODUCTS AND DATA FEED SERVICES

In deviation to the Unycom product/service terms, you acknowledge and accepts the following regarding ip-x-change-Services made available via Unycom Software:

1. Definitions

Interface means an interface provided by us that enables User to access a third-party product or service in order to process your Content for the sole purpose to reimport your processed Content into the Unycom Software.

ip-x-change Services means the relevant service(s) selected and described within section 5 (Service Description).

Provider means the third party offering a product or service made accessible to you via an Interface.

2. Use of ip-x-change Services

- a. You shall make ip-x-change Services and any derivative works available only to authorized Users.



- b. You will not resell ip-x-change Services or any third-party product or service accessed via *ip-x-change Services* as a stand-alone product.
- c. You will not transfer any results of any third-party product or service accessed via *ip-x-change Services* in bulk to a third party.
- d. You will not enable or allow systematic copying or recompilation of a substantial portion of any results of any third-party product or service accessed via *Smart Docketing Services* for uses unrelated to your use of Unycom Software.
- e. You will not resell any results of any third-party product or service accessed via *ip-x-change Services*, or provide unauthorized access to the *ip-x-change Services* itself.

3. Disclaimer of Warranties

3.1 ACCESS TO ANY THIRD-PARTY PRODUCTS AND SERVICES IS PROVIDED “AS IS” and “AS AVAILABLE”. WE DO NOT MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, CONCERNING THE MERCHANTABILITY, QUALITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF THE THIRD-PARTY PRODUCTS AND 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.

3.2 YOU ACKNOWLEDGE THAT THE PRODUCTS AND SERVICES ACCESSIBLE VIA *IP-X-CHANGE SERVICES* ARE PROVIDED BY THIRD PARTIES, AND WE HAVE NO CONTROL OVER, OR LIABILITY FOR ANY SUCH PRODUCT OR SERVICE. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR YOUR USE OF, OR RESULTS ACHIEVED BY YOU FROM THIRD PARTY PRODUCTS OR SERVICES.

3.3 IN DEVIATION TO SECTION 13(C) OF THE AGREEMENT, EACH PARTY’S LIABILITY SHALL NOT EXCEED THE AMOUNTS PAID AND PAYABLE BY YOU TO UNYCOM UNDER THIS SCHEDULE 1.

4. Intellectual Property Rights

You acknowledge that we and/or our licensors own and reserve all right, title and interest in and to the *ip-x-change Services* and all third party products and services accessed via the *ip-x-change Services* as well as in and to all items to provide the *ip-x-change Services* and all third party products and services, other than the access rights explicitly granted to you in this Schedule 1. No title to or ownership of any proprietary rights related to the *ip-x-change Services* or to any third-party products and services is transferred to you or any User pursuant to this Schedule 1.

5. Service Description

You explicitly agree and authorize the exchange of information and control data regarding Client Data with third-party products and services via ip-x-change Services within the agreed scope, according to table as follows.

ip-x-change Service	Functionality within Unycom Software	Third Party Provider	Description of Service (Source: Unycom Software Administrator’s Guide)	Ordered by You
USPTO PAIR Integration	USPTO Documents	USPTO – Private PAIR (via Twin Dolphin)	By linking the Twin Dolphin web service with the Scan2Unycom mechanism via the ip-x-change service Smart Docketing, it is	<input type="checkbox"/>

		Software, Inc.)	possible to automatically import and process USPTO documents in Unycom. The Twin Dolphin web service automatically orders your 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	EIM d.o.o. BUSINESS INFORMATION SYSTEMS Ltd., via ip-x-change	<p>By linking the Smart Docketing service with the Scan2Unycom mechanism, it is possible to automatically import and process official PTO documents in Unycom. 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>	<input type="checkbox"/>
Annuity Integration	Payment Service Interface	IPAN GmbH, via ip-x-change	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.	<input type="checkbox"/>

Integrated Analytics (BASIC)	Integrated Analytics Service	Birst Inc., via 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. - 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 	<input type="checkbox"/>
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6. Fees and Payment

Payment terms and conditions for ip-x-change Services are in accordance with the payment terms and conditions according to Unycom Product/Service Terms.

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