



PRODUCT / SERVICE TERMS

These Product/Service terms apply to certain products and services 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”). If you have ordered or are accessing a product or service that is not listed below, then this document does not apply to your order. “We”, “our” and “Clarivate” means the Clarivate entity that is providing the product(s) or service(s) concerned and, where applicable, its affiliates.

Derwent Research

- 1. Delivery.** (a) Client can request Patent Research via their Dedicated Project Manager, with Derwent Research personnel confirming the amount of hours via an email Work Order that will be used from their Subscription to perform the work. They will also confirm the delivery time frame for the Work Order. (b) Client will review the hours budget and Patent Research scope and confirm in writing (e.g. via email) that they approve the Work Order. (c) Derwent Research personnel will then perform the Patent Research work, liaising with the client as needed in its execution. The results will then be electronically sent to the client directly, or at client option, uploaded into their Derwent Innovation account. (d) The project will be executed using Derwent Innovation. (e) On a monthly basis, the Derwent Research Project Manager will provide the client with a report containing a summary of the hours under the subscription used to date, the hours used in the current month, and the balance of hours for the remainder of the Subscription period.
- 2. Client Obligations.** You will (a) Review the Work Order and discuss any desired adjustments with their Derwent Research Project Manager prior to execution. (b) Respond to reasonable requests for information from the Derwent Research Analyst, and on request review research parameters, and clarify objectives or focus that may alter the analysis parameters. Should response be delayed, the delivery time frame of Patent Research Work Orders may be delayed.
- 3. Subscription Hours.** (a) At the 6-month anniversary date of the subscription, 40% of the subscription hours will lapse and no longer be available for use. (b) At the 12 month subscription anniversary, 100% of the subscription hours will lapse, and no longer be available for use. (c) A maximum of 120 hours will be performed in any one month period.
- 4. Your Use.** (a) Client shall own the report(s) provided under the Order Form in the format provided, whether for internal or external use; provided we maintains all ownership, tangible or intangible, in Clarivate’s data, generic codes, content, methodologies, products, services, templates and tools (“Clarivate Property”) under the Work Order. To the extent Clarivate Property is incorporated into the reports, Client will have a limited, non-exclusive, royalty free, paid-up, worldwide license to use such Clarivate Property to the extent necessary to utilize the reports. (b) Client may use the dataset for its internal purposes and may, on an infrequent, irregular and ad hoc basis, distribute limited extracts of the dataset that have no independent commercial value and could not be used as a substitute for any service (or a substantial part of it) provided by Clarivate. (c) Client shall attribute any externally published extracts of tables, figures, charts, data or any other visualization from the reports to Clarivate.
- 5. Assumptions.** (a) Clarivate is providing application expertise and is not represented as an industry expert in technical fields being analyzed. Clarivate provides no legal opinions on patentability, validity, dominance, or infringement. (b) The patent analysis will only use the Clarivate Derwent Innovation, ThemeScope® and Derwent Data Analyzer applications. (c) Clarivate may use other public information to assist in aggregating different versions of assignee names. (d) Client agrees and authorizes access by named Clarivate personnel to their Derwent Innovation account to deliver Work Order items prepared under this Subscription. (e) If you are an attorney or law firm, internal business purposes includes your use of our products and services for the benefit of your clients.

Last updated: November 2020