

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.

CompuMark

For all CompuMark Products and Services

- 1. License.** 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. Unless the service is terminated for your breach, you may retain and continue to use, in accordance with the agreement, SAEGIS, SERION, CompuMark API, TM go365, Naming, TrademarkVision search results obtained during the term.
- 2. Charges.** Our transactional charges are published in the product, rate or tariff guide applicable to your jurisdiction and may change at any time. You are responsible for all charges incurred by your affiliates, agents and representatives.
- 3. Products and Services Categories.** For ease of reference, the CompuMark products and services are categorized as follows: **(a) Information Services:** Data/content delivered via SAEGIS, SERION or CompuMark API; TM go365, Naming, TrademarkVision; **(b) Professional Services:** Offline Searches (e.g. Full / Availability Searches, Watch Services, Company Name Searches, Copyright Searches, and Custom Solutions).
- 4. No Legal Services.** We are not a law firm and do not provide legal services of any kind. It is your responsibility to engage an attorney and to understand the terms that control that separate engagement.
- 5. Legal Counsel.** If requested and only to the extent permitted by applicable law, we may introduce you to local legal counsel in domestic or overseas jurisdictions as your situation may require. **(a) No Endorsement.** We do not endorse or guarantee the work product of any counsel and are not liable for the services provided by/in connection with your legal counsel. **(b) Conflicts.** We are not a law firm and therefore do not undertake conflict of interest checks related to our customers. Counsel you engage may undertake a conflict of interests check. If there is a conflict you may need to engage other counsel in that jurisdiction. **(c) Use of Counsel.** By ordering legal opinions, risk assessments, trademark filing, domain recovery services or other services from us which by their nature may require a legal professional (i) you authorize us to liaise with your legal counsel and to share relevant confidential information; (ii) questions arising from these services should be discussed with your legal counsel without our participation, as it is your responsibility to maintain your attorney-client privilege; (iii) attorney-client privilege may not extend to communications between us and your legal counsel; (iv) we may be compelled by a legal or regulatory authority to disclose information which may have otherwise been protected by your attorney-client privilege; and (v) these services are governed by the terms controlling your engagement of legal counsel.
- 6. Governing Law and Jurisdiction.** Unless stated otherwise in the Order Form, the governing law / jurisdiction shall be England and Wales.

For Watch Subscriptions

- 1. Watch Subscriptions:** With the exception of Status Watch or where otherwise stated in an Order Form, Watch subscriptions shall continue in effect for an initial term, further described in the invoice, unless terminated earlier in accordance with the agreement. After the initial term, this subscription shall automatically renew for additional 12 month period, unless either Client or CompuMark terminates the watch subscription by providing the other party with written notice of their intent at least 30 days before the end of the term then in force. Note: If an Annual Watch subscription is activated on day 1 – 10 of a month, it will be billed from the first of that month. If an Annual Watch subscription is activated on day 11 onward of a month, it will be billed from the first of the following month.
- 2. Changes to Charges.** Except where the fees for any renewal term(s) are in a written agreement signed by both parties, CompuMark reserves the right to increase the fees payable in respect of any renewal term, provided that it notifies the Client of such increase (via an invoice or letter) not less than forty-five (45) days prior to the end of the initial or then current renewal terms (as appropriate).



For Trademark Clearinghouse

1. Authorization. We and the Trademark Clearinghouse (TMCH) may use submitted trademark records and other supporting data on your behalf as required for the TMCH services (described at <http://www.trademark-clearinghouse.com/>) until the trademark record is deactivated or otherwise terminated.

2. No Transfer. We will not transfer your trademark record to another trademark agent or third party without your prior written consent.

3. Trademark Owner. If you are not the trademark owner, you must provide us with, a TMCH Services Authorization Form executed by each trademark owner prior to submitting any documentation relating to that trademark owner to us.

Last updated: November 2020