



## PORTAL TERMS

**THE TERM 'AGREEMENT' COMPRISES:** Our Portal Terms; Your Orders; and The Portal Access Agreement. These Portal Terms incorporate and are subject to the Clarivate Terms located at <https://clarivate.com/terms-of-business>. The governing law and jurisdiction shall be England & Wales.

**'Client', 'you' and 'your'**, as referred to in these Portal Terms, unless otherwise agreed shall refer to the billing entity listed within the 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).

**'we', 'our' and 'us', or 'Clarivate'**, as referred to in these Portal Terms, shall refer to Valipat B.V., Company Number 0806.735.439 with registered address at Uitbreidingstraat 72 5, 2600 Antwerpen, Belgium or its applicable Affiliate contracting for the Services (as defined herein) as set out within an Order (as defined herein) or as identified within your invoice.

THIS AGREEMENT GOVERNS YOUR RELATIONSHIP WITH US IN YOUR PURCHASE AND USE OF OUR SERVICES ORDERED VIA OUR PORTAL OR SUBMITTED THROUGH OTHER APPROVED MEANS TO US. YOU AGREE TO THESE GENERAL TERMS BY: CLICKING A BOX INDICATING YOUR ACCEPTANCE; EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT; OR, FOR ANY FREE SERVICES, THE USE OF SUCH SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT 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 GENERAL 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 AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

NO COMPETITOR ACCESS OR BENCHMARKING IS PERMITTED. YOU ARE NOT PERMITTED ACCESS TO THIS 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

"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.

"Order" means either (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;

"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)

"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;

"PAA" means the Portal Access Agreement appearing on the Portal governing the access to such Portal as may be updated from time to time;

"Portal" means the 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;

"Request" means a request for a Service submitted in English via the Portal or sent to [delegate.support@clarivate.com](mailto:delegate.support@clarivate.com) (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.



“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;

“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;

## **2. ORDER PROCESS**

2.1 A quotation for Services may be provided by the Portal, 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 is 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.

2.2 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.

2.3 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. WARRANTY, LIABILITY**

3.1 THE PORTAL, SOFTWARE AND ANY CONTENT ACCESSIBLE VIA THE PORTAL ARE PROVIDED “AS IS”. THE WARRANTIES PROVIDED BY US IN THE AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES AND CONDITIONS EXPRESSED OR IMPLIED WITH REGARD TO THE SUPPLIES PROVIDED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE DISCLAIMERS CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. Other than for offerings via the Portal, Services will be carried out with reasonable skill and care.

3.2 EXCEPT WHERE SUCH CLAIM IS IN RELATION TO A LAPSED AND UNRESTORED INTELLECTUAL PROPERTY RIGHT IN WHICH CASE THE LIMITATION OF LIABILITY SHALL BE THE GREATER OF (I) THE AMOUNTS PAID AND PAYABLE BY YOU TO US UNDER THE AGREEMENT DURING THE PRECEDING TWELVE (12) MONTHS FOR THE SUPPLIES OR (II) 1 MILLION EUROS.

3.3 IN THE PERFORMANCE OF THE SUPPLIES CLARIVATE HAS NO LIABILITY IN RELATION TO ANY ACT OR OMISSION OF A SPECIFIED AGENT.

3.4 CLIENT UNDERSTANDS AND ACCEPTS THAT CLARIVATE IS NOT A LAW FIRM AND IS NOT ENGAGED IN THE PRACTICE OF LAW NOTWITHSTANDING ANY PERFORMANCE OF THE SERVICES BY LAWYERS WHO ARE AUTHORIZED TO PRACTICE LAW IN ANY JURISDICTION. CLARIVATE DOES NOT PROVIDE LEGAL SERVICES OR LEGAL ADVICE. THE SERVICES, DELIVERABLES AND RELATED WORK PRODUCT ARE BEING PERFORMED AT THE REQUEST OF CLIENT’S LEGAL DEPARTMENT AND ARE BEING DELIVERED DIRECTLY TO CLIENT’S LEGAL DEPARTMENT IN SUPPORT OF THE LEGAL SERVICES THAT SUCH DEPARTMENT IS PERFORMING FOR CLIENT. WITHOUT LIMITING THE FOREGOING, THIS AGREEMENT AND ALL THE RIGHTS AND OBLIGATIONS OF THE PARTIES IMPLIED OR EXPLICITLY COVERED HEREIN ARE SUBJECT TO THE LIMITATION OF LIABILITIES AND WARRANTIES SET FORTH IN THIS AGREEMENT. CLIENT ALSO ACKNOWLEDGES AND AGREES THAT (I) CLARIVATE MAY BE ASKED TO PROVIDE LEGAL SUPPORT SERVICES TO A THIRD PARTY IN CONNECTION WITH NON-LITIGATION MATTERS ADVERSE TO OR INVOLVING CLIENT’S INTERESTS, AND (II) PROVIDED THAT SUCH LEGAL SUPPORT SERVICES ARE NOT SUBSTANTIALLY RELATED TO THE LEGAL SUPPORT SERVICES PROVIDED TO CLIENT HEREUNDER, CLARIVATE MAY PROVIDE SUCH LEGAL SUPPORT SERVICES TO A THIRD PARTY WHO DIRECTLY OR INDIRECTLY (E.G., THROUGH AN AFFILIATE), MAY BE ADVERSE TO CLIENT IN FUTURE TRANSACTIONS.

## **4. 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.



## PORTAL TERMS SCHEDULE 1: SERVICE DESCRIPTIONS

### EUROPEAN PATENT VALIDATIONS

Clarivate shall provide a European Patent Validation (EPV) Service as described below:

#### 1.1 ORDER PROCESS

1.1.1 **Requests received via Portal:** if Client has provided all the requisite information via the Portal, we will confirm via email and your Request will be acknowledged as an Order.

1.1.2 **Requests received via email:** if 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 to prepare any required translations.

1.2.2 **Power of attorney forms.** Client will have submitted as part of the Request the validly executed Power of Attorney forms (POA) required for the conclusion of the EPV 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. Clarivate shall dispatch the POA's to relevant Agent(s), who shall advise if any substantive issues arise with the POA and if any further information or changes are required.

#### 1.3 FILING

1.3.1 **Instructions to Agents and coordination.** Clarivate shall instruct Agents or Specified Agents in each relevant jurisdiction to perform the EPV. Agent(s) and Specified Agent(s) shall provide feedback on potential conflict(s) of interest. In the event of a possible conflict raised by an Agent or a Specified Agent, we shall discuss these with you and when required discuss alternative Agent(s).

1.3.2 **Address for service.** The relevant Clarivate entity or Agent (as required) or Specified Agent shall register itself as address for service ("AFS") or representative in jurisdictions having ratified or adhered to the London Agreement. Clarivate will use reasonable efforts to send the Client the relevant communications and notifications issued by each national patent office in the name of the patentee during the lifetime of the patent. Clarivate shall not be responsible for taking any action on any notice received at the AFS or paying of any annuities, annual fees or fees not directly related to the conclusion of EPV.

#### 1.4 FILING REPORT

1.4.1 **Agent actions.** Clarivate shall send a summary to Client of all actions taken by Agents or Specified Agents by or before any relevant official deadlines.

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 an Agent or Specified Agent.

1.4.3 **Documents.** Clarivate shall provide documents, or online access link, filed with and/or received from Patent Offices, if received by an Agent or Specified Agent or directly from the Patent Offices should Clarivate be registered as Address for Service.

1.4.4 **Invoice.** Clarivate shall send a single invoice covering all actions in all jurisdictions, unless Client has specifically requested per jurisdiction. Invoice are sent upon completion of filing (unless invoiced in advance).

#### 1.5 CLIENT OBLIGATIONS

1.5.1 Client shall submit all information in a timely manner in accordance with any deadlines. Clarivate shall have no liability for Orders placed within 6 Working Days of an official deadline.

1.5.2 Client shall promptly sign and return the necessary documentation as reasonably required by Clarivate for the Services, noting differing documents may be required for differing jurisdictions.



1.5.3 Client shall provide a designated point of contact who shall provide a prompt response to queries and response within designated timeframes. Client shall, at no charge, provide access to a Client representative, any other employees, and any relevant consultants and ensure that both Client and any such personnel co-operate fully with Clarivate; and (ii) any Client materials and information, including documentation, reports and data as we reasonably require to perform the services.

1.5.4 Client is responsible for the accuracy and correctness of any information provided to Clarivate, and we are not responsible for the corrections or cross verification of any information provided.

## 2. OPTIONAL SERVICES

Clarivate may provide the following additional services linked to EPV:

**2.1 Translation of claims to be filed in response to Rule 71(3) EPC.** EPO Claims translation can be ordered simultaneously to European patent validations or, individually, for a single or for a batch of European patents prior to the grant of a patent via Request and shall be acknowledged and included as part of the Order. Clarivate shall instruct its network of specialized translators. The translators shall formally revise the claims of the text intended for grant in order to detect any errors, enabling Client to correct them while responding to the communication under R. 71(3) EPC. Clarivate shall monitor deadlines and perform quality checks throughout the process. Upon completion, Clarivate shall send the translation(s) for review to Client along with the invoice and notes from the translator(s) if any. Clarivate is not liable for content and quality of the translations such translation may not be reviewed by patent attorneys

**2.2 Recordals.** In conjunction with an EPV Order, there may be a need for the registration of a change in the proprietor of a patent (the recordal). Client can submit a Request for Clarivate for a recordal in conjunction with an EPV Order. Client is responsible for requesting the recordal at the EPO and obtaining an EPO form 2544, the recordal process should be finalised prior to a validation. Upon confirmation of the validation, Clarivate shall provide a status of the recordal process and a pro-active monitoring shall be applied until the change is performed and confirmed before the target Patent Office(s). If Client fails to provide requested documents (e.g. Power of attorneys reflecting new data) in timely manner, Clarivate cannot guarantee the EPV can be completed.

**2.3 Payment of the first annuities.** Clarivate offers the possibility to Client to order the payment of the first annuities to Clarivate within the European patent validation order process. For this service Client shall be provided with a separate agreement for the conclusion of this service.



## 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 via email 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 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 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 in 1.2.2 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 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. Invoice 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 for the proceedings on the merits and Clarivate shall communicate contact details of both parties to each other.

## 2. **OPTIONAL SERVICES**

2.1 **Payment of the annuities.** Clarivate offers the possibility to the Client to order the payment of annuities subsequent to the Filing Service. For this Service the Client is required to execute a separate agreement for the conclusion of this service.

2.2 **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.



## UPC OPT OUT SERVICES

Clarivate shall provide the filing of the opt-out decisions with the Unified Patent Court (“UPC”), as described below:

### 1.1 ORDER PROCESS

1.1.1 **Requests received via Portal:** if Client has provided all the requisite information via the Portal, we will confirm via email and your Request will be acknowledged as an Order.

1.1.2 **Requests received via email:** if 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 **Data Extraction.** Clarivate shall perform data extraction of the European Patent(s) (“EP”). The data extraction adds to the EP the following further information:

- Publication number
- Grant date
- Registered EP applicant(s)
- Countries designated in the EP application

1.2.2 **Form Preparation.** Clarivate shall generate the Mandate and Opt-out forms.

1.2.2 **Mandate forms.** Client shall provide a fully-executed mandate form from the owner(s) of the patents as proof of authority to opt-out for each Client Portfolio (the “Mandate Form”). Clarivate is entitled to rely upon the Mandate Form being complete, valid and that no further parties other than those indicated by Client have ownership rights in the Client Portfolio.

### 1.3 FILING

1.3.1 **Filing coordination.** Clarivate shall file with the UPC the patents which are instructed by Client to be opt-out from the UPC.

1.3.2 **Confirmation.** Clarivate shall provide to Client the filing documents and a confirmation that all opt-out decisions have been registered with the UPC.

1.3.3 **Invoice.** Clarivate shall send a single invoice upon completion of filing (unless invoiced in advance).

1.3.4 **UPC Changes.** Clarivate’s performance of the services and Client Obligations are subject to modification should UPC issues any updated requirements (“UPC Changes”). In the event of such UPC Changes, Clarivate shall provide written notification to Client identifying any changes to the Service Fees or expenses and any changes to the Order (including any resulting delay changes) that result from such changes. Client may, in its discretion, reject the changes by providing written response to Clarivate within five (5) business days of its receipt thereof. If Client does not reject such changes within this period, then Clarivate is entitled to modify the Order accordingly. If Client rejects such changes, then the Order shall terminate with prompt effect and Client shall compensate Clarivate for work performed up to the date of termination. To the extent this provision of the Order conflicts in any manner with the terms and conditions of the Governing Terms and Conditions, the Governing Terms and Conditions shall govern the rights and obligations of the Parties.

### 1.4 CLIENT OBLIGATIONS

1.4.1 Client shall submit all information in a timely manner in accordance with any deadlines. Clarivate shall have no liability for Orders placed within 6 Working Days of an official deadline.

1.4.2 Client shall provide a final list of EP to be opted out, along with EP publication number, a confirmation of patent owner(s) for each EP and all its designates, email and postal address for each patent owner.

1.4.3 Client shall promptly sign and return the necessary documentation as reasonably required by Clarivate for the Services.



1.4.4 Client shall provide a designated point of contact who shall provide a prompt response to queries and response within designated timeframes. Client shall, at no charge, provide access to a Client representative, any other employees, and any relevant consultants and ensure that both Client and any such personnel co-operate fully with Clarivate; and (ii) any Client materials and information, including documentation, reports and data as we reasonably require to perform the services.

1.4.5 Client shall be obligated to provide Clarivate with data that is current, complete and accurate and Clarivate shall have no responsibility for any liability related to and/or resulting from any errors or omissions in such data (including where such data is incorporated within the Mandate and Opt-out forms filed).