

SIP – Invention Navigator Terms and Conditions, August 2012

Preamble:

The SIP Invention Navigator solutions (Invention Explorer, Invention Navigator Professional, Invention Navigator Portable, Knowledge Network) are services of the SIP Software for Intellectual Property GmbH (referred to as SIP hereinafter). The Invention Navigator solutions are software solutions which enable the customer to access the global SIP patent database in order to research patent information and to save this information locally with the aid of the software or in the Invention Navigator network located with SIP, share it with colleagues or evaluate it.

These Terms and Conditions (referred to as "T&C" hereinafter) apply to all current and future business relations between SIP and the customer (referred to as "customer" hereinafter).

By placing an order with SIP the customer accepts the currently valid version of the T&C. Should the customer not agree to the current T&C, SIP will need to be advised in writing. Should this case arise, SIP reserves the right to withdraw the offer. The currently valid T&C can be accessed at any time on the SIP website [www.patentfamily.de](http://www.patentfamily.de). Conflicting or additional T&C of the customer are not accepted and will not be part of the contract.

## §1 Matter of the contract

(1) SIP provides the customer with the software and the infrastructure necessary for the operation of research in patent databases and utilisation of the Knowledge Network via the Internet. Depending on the software used the software is either installed locally or loaded via a file. The user accesses the database located at SIP and/or locally saved data located with the company via the Internet. Access is encoded. The customer may use data and the software for own purposes and for processing data.

(2) The data provided in the patent database originates from the following sources:

- Online service Open Patent Service and the database DOCDB provided by the European Patent Office
- Full texts, images and PDF full documents from the national patent offices
- Legal status data from the INPADOC database provided by the European Patent Office
- Machine Translations from different providers

(3) SIP GmbH processes this data and provides it to its customers on their own servers (no cloud). If, for any reason, it is necessary to make changes relating to the source of the data, SIP may perform these changes, as long as it is ensured that the data quality does not deteriorate. Short-term modifications will be displayed on the homepage. Customers will be informed by email of any long-term modifications.

(4) The customer may use the data found with and processed by the Invention Navigator for internal purposes. The commercial redistribution of data to third-parties outside of the provided features of the Invention Navigator versions is prohibited.

#### § 2 Times of use, Availability

SIP online services are available non-stop. SIP aims to provide availability of the online services not under 95% from Monday to Friday between the hours of 9am and 5pm with the exception of public holidays in Bavaria. Not covered by the availability are periods of unavailability caused by a lack of technical prerequisites of the customer or the Internet (Provider). In addition, periods of unavailability due to reasons beyond the control of SIP, especially power outages and disruptions of telecommunications networks. Not covered are also periods of unavailability due to regular or necessary maintenance and upgrade activities.

SIP supports their customers and other authorised users with the use of the online services and offers technical support during regular SIP business hours. Regular SIP business hours are from Monday to Friday 9am until 6pm. This does not include public holidays in Bavaria. Support hours are subject to change.

#### § 3 Customer's duty to collaborate

(1) The customer agrees to immediately inform SIP of any disturbances to the contractual services.

(2) The customer agrees to keep log in details / passwords secure.

(3) The disclosure of access data to other employees not authorised to use the service or third-parties is considered misuse. If the customer becomes aware of any misuse of access data, SIP has to be informed immediately. SIP can block access immediately if any misuse occurs.

(4) It is the customer's responsibility to ensure that technical requirements for the installation of the software and access to the online services are met, considering the technical specifications given by SIP especially with regard to; the hardware used, the operating system and connection to the Internet. Technical changes, especially concerning the research platform and changes relating to the required software and hardware to use the online services are subject to change. The customer will be timely informed of any changes. In case of further development or change of the technical components by SIP or third-parties (e.g. operating system, Windows software) it is the customer's responsibility to perform the necessary adjustments with the used software or hardware.

#### §4 Payment

(1) The price of the software and data services is calculated according to the respectively valid offer based on the expected use, number of users, the type of accesses used and chargeable additional features and/or services.

(2) Invoices will be issued by SIP unless otherwise agreed in the respective offer and issued 12 months in advance. The invoice must be paid within 14 days of receipt in Germany. For foreign transfers 21 days are accepted.

(3) If payment is delayed, the customer is required to pay the statutory default interest.

(4) Access to the databases as well as access to the Knowledge Network may be blocked if the customer has failed to make payment after two reminders.

#### §5 Term and termination of online services and subscriptions

(1) Unless order and product documents or prices and product descriptions on the SIP website or individual customer-based offers state differently, online services as well as subscription contracts are for a minimum term of 12 months. The contract will automatically be extended by another 12 months if the contract is not terminated in writing by either of the Parties with 6 weeks notice before the end of the term.

(2) The right to terminate the contract due to important reasons remains unaffected. An important reason in particular presents:

(a) if the respective other party becomes insolvent or insolvency proceedings are instituted.

(b) for SIP, when the customer fails to make payment for occurring costs for data services for more than 6 weeks

(c) for the customer, if the monthly service availability has been lowered by 10%

(d) for SIP, if the customer or the holder of rights of use have seriously and/or despite repeated warnings, violated against these T&C

(3) After termination of the contract, with the exception of termination according to §4 (4), the customer has the possibility to access the server for 15 working days in order to download data within the usual scope of the software used, and save it on their own data storage devices.

(4) After termination of the contract or in the case of SIP becoming insolvent, SIP will, if requested by the customer, make available customer specific data within the Knowledge Network in the form of an Invention Navigator database or as export on a separate data storage device for a fee.

(5) The termination notice must be given in writing.

#### §6 Warranty and liability

(1) During a test phase SIP has allowed the customer to test the performance of the software and data services according to their requirements.

(2) If the functions differ from the contractual requirements and / or the software has faults, these need to be reported directly by the customer. These faults need to be rectified by SIP within a reasonable period of time. A reduction in price is only available to the customer if the rectification has not taken place within a reasonable period of time or tried at least 3 times without success.

(3) SIP does not take any responsibility for accuracy of predictions created for programmes, articles, data and for provided information. No guarantee or liability for the accuracy, completeness and timeliness of the provided content and information can be given. The data provided is on an "As is" basis. Neither SIP nor any third parties such as data providers (in this case, the patent offices) are liable to the customer or any third parties for any direct, indirect loss or damage arising from any inaccuracy or incompleteness of data or any other information which are received by the customer via SIP services. Also SIP is not liable for any decisions or actions made by the customer or any third parties, which were carried out in reliance on the data provided. Therefore also liability is excluded for loss of business revenues, lost profits or for compensation for indirect, consequential or concrete damages, regardless of the legal basis.

(4) SIP does not warrant that the use of the software and data services infringes IP rights or copyrights of third parties or that no damage is caused for a third party. This does not include cases, where conflicting rights are known to SIP or not known to SIP as a result of gross negligence. No such rights are known to SIP at the moment of this contract taking effect.

(5) For damages caused by intentional or grossly negligent conduct, SIP is liable according to the legal requirements, however only to a maximum of the yearly cost of the software and data solutions outlined in the contract.

(6) SIP is not liable for any loss / incompleteness of data in local Invention Navigator databases of the customer or stored data saved in the context of the Invention Navigator solutions on drives or servers within the customer's company (data separation).

## §7 Data protection

(1) When ordering or testing the software and when using the online services, SIP will collect, store and process personal data which is required to establish the identity of the customer and the holder of rights of use in the company. The storage and processing of data is solely for processing and delivery of services provided by SIP. After termination of the contract all personal data will initially be locked before SIP will delete the personal data upon expiration of the statutory retention period.

(2) E-mail addresses of the customer and of users within the company which have become known to SIP due to the fulfillment of the contract or during the test phase will solely be used for further specific information concerning the contractual relationship and for advising on product development. The approval to use the e-mail addresses for promotional use can be revoked by the customer at any time.

## §8 Confidentiality

SIP is obliged to treat all information provided to us in connection with the order confidentially and to only forward this information to third parties with the consent of the customer.

Offers or parts thereof are confidential and may only be forwarded to third parties with the approval of SIP.

Unless further agreed, documents can also be sent via e-mail. Upon consultation, SIP can offer to provide the customer with encryption in order to enable confidential communication.

#### §9 Final provisions

- (1) This contract is subject to German law
- (2) The place of jurisdiction is Munich.

#### §10 Severability clause

If any provision of the contract shall be invalid or impracticable in whole or in part this shall not affect the validity of the remaining part of this Contract. In lieu of the invalid or impracticable provision an appropriate provision shall apply which is nearest to the intent of the contracting parties or to what would have been their intention in keeping with the meaning and purpose of the contract if they had considered this issue at the conclusion of the contract or at a later addition of a provision.

Additions to this contract have to be made in writing.