

# TERMS OF SERVICE

for using the IP 7 Technologies GmbH software and related services

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## 1. Terms and conditions

- 1.1 The company IP7 Technologies GmbH - hereinafter referred to as provider - provides the services exclusively on the basis of these general terms and conditions. Deviating purchase or other conditions of the contracting party - hereinafter referred to as the customer - is hereby strictly prohibited.

## 2. Conclusion of the contract

- 2.1 The provider submits an offer to the customer for his services to which he is bound 4 weeks after receipt of the offer unless another validity is agreed within the offer. The basis for each offer are the general terms and conditions listed here.
- 2.2 The contract is concluded when the customer confirms the acceptance of the offer within the stated time limit in section 2.1 in writing.
- 2.3 The offers of the provider are always non-binding. The provider may make the conclusion of the contract dependent on the submission of written proof of proxy, an advance payment or the guarantee from a German or globally recognized and common credit institution.

## 3. Termination

- 3.1 A minimum contract term of one (1) year is agreed.
- 3.2 Unless otherwise specified in the contract between the parties, the contractual relationship can be terminated after expiry of the minimum term with a notice period of 6 weeks to the end of the contract year. There may be different cancellation terms, if specified in the offer.  
  
The right for termination for exceptional reasons remains unaffected.
- 3.3 Terminations are only valid if made in writing.
- 3.4 All data entered by the customer, which are stored on the servers of the provider, will be made available to the customer free of charge at the request of the customer no later than 6 weeks after expiry of the contract. This also includes the patent numbers for the assignment of the entered data. Excluded from this is the saved search history and stored result lists. The data will be provided or sent to the customer in the form of a DVD.

## 4. Scope of services and obligations of the provider

- 4.1 The provider offers the customer access to the existing communication infrastructure, the provision of storage space on a server, the use of services, in particular patent data

services, the maintenance and administration of data processing systems and communication infrastructures.

Details and scope of the services are ultimately outlined in the written offer (see 2.1)..

- 4.2. The basis of the patent data services is the access to the offered worldwide patent database via the software IP7 Compass which is provided as SaS (Software as a Service). The provider is committed to maintain this patent database and to update it regularly. Usually the update is carried out on a weekly basis. In exceptional cases, there may be delays in updating patent data. The provider's patent data and the update are based on patent data of the public patent offices, in particular the European Patent Office. This patent data is often subject to corrections and erroneous deliveries by the public patent offices. Despite careful and regular examination of the patent data, this can also lead to errors on the part of the provider, e.g. in the update process. The provider is committed to correct such errors, if necessary also in cooperation with the public offices, and to make the corrected data available to the customer as soon as possible.
- 4.3 If the provider provides additional services outside the contractual agreement free of charge, they can be discontinued at any time. This does not result in a reduction or claim for damages on the part of the customer or a right of termination.
- 4.4 The provider is entitled to change, reduce or supplement the range of services resulting from the contract, as well as to suspend access to individual services, if this does not or not significantly affect the fulfilment of the contract concluded with the customer.
- 4.5 The customer must be informed in time about changes according to item 4.4.

## **5. Duties and obligations of the customer**

- 5.1 The customer is obliged to use the services of the provider properly. In particular, he is required
- a) to inform the provider immediately about changes in the contractual basis.
  - b) not to improperly use the services of the provider and to refrain from illegal actions.
- In particular, the customer is prohibited from
- unauthorized use of services agreed in the contract as well as decrypting, reading or modifying passwords, e-mails, files of other service users or the system operator.
  - interrupting or blocking communication services, by overloading, as far as the customer is responsible.
  - decompiling the provided software or making it available to competitors of the provider.
- c) to take into account and comply with the applicable data protection regulations and the recognized principles of data security.
  - d) to immediately notify the supplier of recognizable defects or damages (error reports) and to take all measures which make it possible to ascertain the defects or damages and their causes or to facilitate and accelerate the elimination of the disturbance.

- 5.2 If the customer violates the obligations specified in paragraph 5.1.b), the provider is entitled to immediately terminate the contractual relationship without notice.

## **6. Use by third parties**

- 6.1 A direct or immediate use of the provider services by third parties is permitted. The customer may use and resell the services and data for his own purposes. The customer must properly instruct third parties in the use of the services. The customer is responsible to the supplier for the compliance of the contractual provisions by the third party in the same way as he himself would have to be responsible for their compliance.
- 6.2 The customer also has to pay the fees incurred by third parties within the scope of the access and usage options made available to him. The same applies in the case of unauthorized use of the services by third parties, unless the customer proves that the unauthorized use was made by circumventing or cancelling the security devices of the provider, without being responsible for these.

## **7. Terms of payment**

- 7.1 Unless otherwise agreed in the contract, the provider invoices the customer for the agreed services at the respectively valid tariffs and / or fees and conditions plus the currently applicable statutory sales tax of currently 19%. The invoicing of fixed fees takes place annually in advance. The respective fees shall be due for immediate payment upon invoicing without deductions. The invoice amount must be credited to the provider's account within 30 days of receiving the invoice.
- 7.2 If the fees are to be paid for parts of a calendar month irrespective of usage, these fees will be calculated on a daily basis at 1/30 of the monthly fee.

## **8. Offset right, retention and default**

- 8.1 The customer can only offset with undisputed or legally established claims against the claims of the provider. The customer is entitled to assert a right of retention only in the case of counterclaims, which result from the same contractual relationship as those claims against which the right of retention is countered.
- 8.2 Claims for damages due to delivery and service disruptions are excluded if these are not the fault of the provider due to intent or gross negligence.
- 8.3 If the provider falls short of the availability of its services of 98% on an annual average, the customer is entitled to reduce the annual fees and charges from the time of occurrence until the end of the disruption. A significant disruption exists when
- a) the customer no longer has access to the provider infrastructure and can no longer use the services listed in the contract for reasons beyond the control of the customer or the third party and
  - b) the overall use of these services is significantly more disrupted or the use of individual services listed in the contract is impossible or comparable restrictions exist.
- 8.4 In the event of a service outage due to a fault outside the area of responsibility of the provider, the reduction is excluded. The same applies to the cancellation of services due to necessary business interruptions according to point 10 of the General Terms and Conditions.

## **9. Delayed payment**

- 9.1 In case of late payment, the provider is entitled to claim default interest above the respective statutory base rate of 5% p.a.
- 9.2 The provider can terminate the contractual relationship extraordinarily without a notice period or assert a right of retention to the services if the payment of the owed amounts (complete or partly) is delayed more than one month. The provider is required to remind the customer under deadline and point out the possible consequences of the termination and the right of retention in advance.
- 9.3 The assertion of further legal claims remains reserved to the provider.

## **10. Availability of services**

- 10.1 The provider offers its services 24 hours a day, 7 days a week. Necessary service interruptions for preventive maintenance will be announced as soon as possible. The provider will eliminate faults in his technical facilities within the existing technical and operational possibilities as quickly as possible and at a convenient time for the customer, for example at night. The updating of patent data usually takes place over the weekend.

## **11. Data protection**

- 11.1 The customer is hereby informed in accordance with the Federal Data Protection Act (BDSG) that personal data is machine-readable and tasks arising from the contract will be processed by machine.
- 11.2 Insofar as the provider makes use of third parties for providing the services offered, the provider is entitled to disclose the user data in compliance with the provision of BDSG. Incidentally, the provider shall be entitled to do so in cases in which the detection, limitation and elimination of faults and faults in the systems of the provider as well as in third-party systems used make the transmission of data necessary.
- 11.3 The provider declares that his employees, who are acting under this contract, have been obliged to data secrecy according to BDSG and the provider has taken the necessary technical and organizational measures according to BDSG to guarantee the execution of the regulations of the BDSG.
- 11.4 All customer data is stored in an ISO 27001 certified data centre in Munich in a specially rented rack. The communication between the customer and the provider's servers is encrypted. Both the servers and the communication between the servers and the customer are subject to the latest security standards, which are constantly checked and updated.

## **12. Liability and limitations of liability**

- 12.1. Since the public patent offices, such as the European Patent Office, have excluded all liability against your patent data, the provider can not assume any liability for the completeness and accuracy of the patent data offered.
- 12.2 The provider is liable in cases of intent or gross negligence in accordance with statutory provisions. Liability for guarantees is independent of fault. For slight negligence, the provider is liable only according to the provisions of the product liability law, because of injury to life, limb or health or because of breach of essential contractual obligations. The claim for damages for the slightly negligent breach of essential contractual obligations, however, is limited to the contract-typical, foreseeable damage, insofar as liability is not due to injury to

life, limb or health. The provider is liable to the same extent for the fault of vicarious agents and representatives.

The liability is limited to the contractually typical and foreseeable damage, but only up to a maximum of one (1) annual turnover of the contractually agreed services. Any further liability than in this contract is excluded regardless of the legal nature of the asserted claim.

- 12.3 The regulation of the preceding paragraph (12.2) extends to damages in addition to the performance, damages instead of the performance and the claim for compensation for futile expenses, for whatever legal reason, including liability for defects, default or impossibility.

### **13. Final clauses**

- 13.1 Place of performance for all contractual services is the seat of the provider in Munich in the Federal Republic of Germany.

- 13.2 Contracts concluded on the basis of these General Terms and Conditions are subject exclusively to German law.

The regulations of the uniform international law on sale of goods (UN Convention for the International Sale) are hereby waived insofar as such a waiver is permissible.

- 13.3 Compared to fully commercial customers, the registered office of the provider is the place of jurisdiction for all disputes arising from this contractual relationship. This also applies to legal persons under public law or special funds under public law. However, the provider is also entitled to sue at the domicile of the customer.