



QPAT Terms and Conditions

QPAT Internet Service. Questel hereby grants to the Customer the non-transferable, non-exclusive right to gain computerized access to the QPAT service, pursuant to the terms and conditions set forth herein. The rights granted herein may not be sublicensed, assigned or transferred by Customer in any manner whatsoever, and any attempted assignment or transfer shall be null and void and of no force and effect. Appropriate use of the QPAT service by the Customer is a determinant condition of the present Agreement. In particular, the following are strictly prohibited (i) the use of robots, automated intelligence agents, or any automated device in order to access the QPAT service and retrieve information from it; (ii) the systematic downloading of any QPAT database or significant segments of any QPAT database. Any such improper usage of the QPAT service will be deemed abuse and will result in suspension or cancellation of Customer access to the QPAT service. Customer shall provide its own terminal, modem or any other equipment or software necessary to access the QPAT service. Customer shall be responsible for assuring that its equipment is compatible with access requirements for the Internet, its Internet access provider, and for the QPAT service. Customer agrees to be solely responsible for its access to the Internet. Any effect on service provided by Customer's Internet carrier, including the availability or response time of service is not the responsibility of Questel. Further, Questel is in no way responsible for the theft of information from the Customer or QPAT service by unauthorized users.

Ownership Rights. Customer acknowledges that Questel and/or its Vendors retain all right, title and interest under the applicable copyright laws in the information from various databases contained therein (the "Information"). Customer further acknowledges that this Agreement grants Customer a limited license, in exchange for payment of the fees and charges established in this Agreement, to (i) receive electronic copies of the information and (ii) make paper copies of the Information for Customer's internal use. Nothing in this Agreement shall be construed to grant Customer the right to redistribute electronic or paper copies to any third party without the prior written consent of Questel, unless otherwise required to do so by statute or regulation. The copyright in the Information and any hard copy or visual representation of Information obtained from QPAT belongs to Questel or its Vendors save as otherwise indicated in relation to individual third party data providers. Customers may not use the QPAT Service or any part thereof except in the ordinary course of their own business (not including redissemination, recirculation or republication) and may not transfer, retransmit, duplicate or resell the same, except as provided herein. Customer shall abide by all laws, rules and regulations applicable to the use of such materials and all other restrictions. Customer hereby grants to Vendors the right to enforce or assert the provisions of this Agreement on their own behalf.

Products and Services. Customer agrees that Questel reserves the right to change or modify the QPAT service (including features) without notice. Questel will, from time to time, publish on its web site notices concerning the QPAT service, or make available this information by other means. These notices may be amended and updated by Questel within its discretion, and shall be deemed to be part of this Agreement as if fully set forth herein.

Customer Account and User ID's. Questel will issue to Customer an account number and one or more User ID's, such number to be determined at Questel's discretion. Where applicable, Customer agrees that the User ID is valid only at the location for which it is issued. Customer is responsible for the confidentiality of its User ID's. All terms and conditions of this Agreement apply to all User ID's issued under this Agreement, and Customer agrees to assume full responsibility for compliance with the terms and conditions of the Agreement, including payment for any charges incurred resulting from the use of Customer's User ID's by anyone, and for maintaining security and confidentiality with regard to all such User ID's. If Customer becomes aware of any unauthorized usage of its account, Customer shall notify Questel immediately by calling its Help Desk number listed on the front page and shall confirm the notifications with any details it may have in writing, either online, or in paper format, to Questel. Customer shall not be responsible for charges against its User ID incurred after Questel has received such notice.

Limitations of use. The downloading of patent copies via the Patent Delivery Service functionality included in the QPAT service is limited to ten thousand (10,000) patent copy downloads per month and User ID. Patent copy downloading that exceeds this limit will be deemed abuse and can result in suspension or cancellation of Customer access to the QPAT service.

Term of the Agreement. The initial term of this Agreement shall commence on the start date specified on the first page hereof, provided it is signed by both parties, and continue for a period of twelve (12) months save as otherwise provided for on the first page hereof ("Initial Term"). Thereafter, this Agreement shall automatically renew for subsequent one year periods ("Renewal Term") unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the Initial Term or Renewal Term, as the case may be. Notwithstanding the foregoing, Questel may cancel this Agreement with thirty (30) days prior written notice to the Customer. Additional User ID's may be added at any time to the subscription upon written request from Customer abiding by the terms and conditions presented herein. Additional User ID's will be given the same Initial or Renewal Term as provided in the initial Agreement. Customer will be charged a prorated amount based on the month in which the new User ID(s) were added to the Agreement. If either party shall default in the performance of any material provision contained in this Agreement, and such default shall not have been cured within thirty (30) days after written notice thereof shall have been given to the defaulting party, the party giving such notice, in addition to any other rights and remedies available in law or equity, may then immediately terminate this Agreement.

Charges. Payments. Suspension of User ID's. Questel shall invoice the Customer for all QPAT services rendered to Customer and all subscription fees, if applicable, and all applicable taxes. All rates are in US Dollars or Euros and are exclusive of taxes. The information regarding the end-users is shown on the "QPAT User ID" Form that forms part of this Agreement. Customer will be invoiced at the beginning of the subscription period. Payment is due upon receipt of the Questel invoice. Any question or dispute concerning an invoice must be submitted in writing by facsimile or mail, by Customer within thirty (30) days after the date of invoice. All payments must be made in the currency in which the invoice is rendered. Amounts remaining unpaid for more than thirty (30) days from the date of invoice therefore shall be subject to an additional charge of 1.5% per month or the highest rate permitted by law, which ever is less. Customer agrees to pay the cost of collection of delinquent accounts including reasonable attorneys' fees. In addition Questel may, at its sole discretion and without notice to Customer, suspend or cancel Customer's User ID's if charges are not paid when due, or if Customer is otherwise in breach of the material terms and conditions of the Agreement. A suspended or cancelled User ID may be reinstated only with the approval of Questel and may be subject to an additional service charge.

Documentation. Complete documentation on the use of QPAT is available online. All user documentation may be copied for non-commercial use.

QPAT ALERT Service.

The following terms and conditions apply in the event the QPAT Alert service has been selected and form part of the QPAT service Agreement. The use of the QPAT Alert service occurs through the User ID's defined in the Agreement. The total maximum number of Alerts is defined in the Agreement. An Alert is defined as a Customer established search criteria that will be searched for in each update against a Customer established selection of QPAT databases. A notification will be sent to a Customer established email address(es) for all new records that match the search criteria. Each Alert may not exceed a maximum number of one thousand (1,000) records per week. Questel retains the right to request that Customer modify or delete Alert(s) that exceed the maximum number of references defined in the Agreement. Customer must make changes to bring Alerts within subscription within five (5) days of Customer request. Should Customer fail to make requested changes, then Questel retains the right to make any necessary changes to bring Customer Alerts within subscription limits, including modification or deletion of Customer Alerts. The total maximum number of Alerts may be increased at any time upon written request from Customer abiding by the terms and conditions provided herein. Additional Alert will be given the same Initial or Renewal Term as provided in the QPAT Agreement. Customer will be charged a prorated amount based on the month in which new Alerts were added to the Agreement.

QPAT PatentExaminer Service.

The following terms and conditions apply in the event the PatentExaminer service has been selected and form part of the QPAT service Agreement. The use of the PatentExaminer service occurs through the User ID's defined in the Agreement. The number of User Ids that are allowed to use PatentExaminer may be increased at any time upon written request from Customer abiding by the terms and conditions provided herein. Additional User Ids will be given the same Initial or Renewal Term as provided in the QPAT Agreement. An additional fee will be negotiated between Customer and Questel for new User Ids. The total maximum number of patent families is defined in the Agreement. If the limit of total maximum number of patent families is exceeded the Customer will :

- Either delete families stored in excess of the predefined limit
- Or negotiate an amendment with Questel defining a new limit and the related fee.

The total maximum number of patent families may be increased at any time upon written request from Customer abiding by the terms and conditions provided herein. An additional fee will be negotiated between Customer and Questel for this increase. In case of termination or non-renewal of the Agreement or of the PatentExaminer service, the Customer will not have access anymore to PatentExaminer. The Information loaded and the annotations created into PatentExaminer by the Customer, unless deleted afterwards by the Customer, are stored by Questel according to the standards of its business.

Questel will exert its best efforts to keep such information complete, secure and confidential. Questel will not be responsible for any direct or indirect damage to the Customer resulting from loss of, (mis)use of or damage to such information. Should Questel be found liable for any reason, its liability will not exceed the amounts invoiced to and paid by the Customer for the use of PatentExaminer during the last 12 months. The Customer retains property rights only to the user-created annotations in PatentExaminer in relation to a patent document number.



WARRANTY DISCLAIMER. QUESTEL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE QPAT SERVICE OR ANY INFORMATION CUSTOMER OBTAINS THROUGH THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY THAT THE INFORMATION IS ACCURATE OR COMPLETE. THE QPAT SERVICE DATABASES AND THE INFORMATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. FURTHER, QUESTEL DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE OF THE DATABASES. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SERVICE ARE ASSUMED BY THE CUSTOMER. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY QUESTEL SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

LIMITATION OF LIABILITY. QUESTEL WILL NOT BE LIABLE TO CUSTOMERS OR ANYONE CLAIMING UNDER OR THROUGH A CUSTOMER FOR ANY LOSS, INJURY, CLAIM, DAMAGE OR LIABILITY OF ANY KIND RESULTING IN ANY WAY FROM (A) CUSTOMER'S USE OF THE QPAT SERVICE; (B) ERRORS OR OMISSIONS IN THE INFORMATION; (C) FAILURES OR INTERRUPTIONS IN DELIVERY OF THE INFORMATION OR UNAVAILABILITY OF ALL OR ANY PORTION OF THE INFORMATION; OR (D) CONTINGENCIES BEYOND THE CONTROL OF QUESTEL. FURTHER, IN NO EVENT SHALL QUESTEL BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY CUSTOMER IN RELIANCE UPON SUCH INFORMATION RETRIEVED FROM THE DATABASES OR ANY FUTURE QPAT SERVICE. QUESTEL WILL NOT BE LIABLE, NOR ANYONE ELSE INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE SERVICE SHALL BE LIABLE, FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, EVEN IF QUESTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR ALL USE OF THE QPAT SERVICE AND AGREES TO INDEMNIFY AND HOLD QUESTEL HARMLESS FROM ANY LIABILITY OR CLAIM OF ANY PERSON ARISING FROM CUSTOMER'S USE OF THE INFORMATION.

Any cause of action concerning the QPAT service or the information, or this Agreement, must be commenced within six (6) months after such cause of action has occurred.

Entire Agreement. This Agreement constitute the entire agreement of the parties and supersedes any proposal or prior agreement between the parties with respect to the subject hereof. The Agreement is subject to acceptance by an authorized representative of Questel. As used in this Agreement, Questel means the parent company Questel, the parent company, its subsidiaries and affiliates. Prior to the execution of this Agreement, employees of Questel may have made oral statements about the QPAT service or the information. Such statements do not constitute warranties nor guarantees, shall not be relied on by the Customer, and are not part of this Agreement.

Modification of Agreement. Questel, upon publication on its web site, or by other written notice, may modify the terms and conditions of this Agreement respecting the QPAT service, at any time, and all such changes shall be effective immediately when published by Questel; however, Questel shall provide notice to Customer in advance of or concurrent with the effective date of such changes. Questel may adjust the service fee for each Renewal Term. This Agreement is immediately terminable by Customer upon written notice thereof to Questel if any such change is unacceptable to Customer. Customer's continued use of the QPAT service following publication of a change shall be conclusively deemed acceptance of such change. In the event that Customer issues a purchase order or similar instrument, it is understood that the purchase order is for Customer's internal accounting purposes only and in no way changes, modifies, adds or deletes any of the terms of this Agreement. If Customer's purchase order provides time, money and or usage limitations, it is Customer's responsibility to monitor its use of the QPAT service to insure that it does not exceed those limitations.

Miscellaneous. The provisions of this Agreement are for the benefit of Questel and its licensors, employees, and agents, and each shall have the right to assess and enforce such provisions directly on its own behalf. If the Customer is a resident in a country in North America, South America, Asia or Oceania, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, applicable to agreements made and performed in Virginia; if the Customer is a resident of any other country, this Agreement shall be governed by and construed in accordance with the laws of France and subject to the jurisdiction of the Tribunal de Commerce de Paris. If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, the validity and enforceability of all the remaining provisions shall not be affected thereby. The failure of either party to exercise of its rights hereunder for a breach hereof shall not be deemed to be a waiver of such rights nor shall the same be determined to be a waiver of any subsequent breach.

I HAVE READ AND AGREE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT.

Date and place : _____

Authorized Customer signature
preceded by the annotation
"read and approved"

For Questel internal use	Questel sales rep: _____
	Approval : _____ Contract effect date : _____

Customer initials : _____