



# Appendix II

*To the Questel service contract*

**2018**

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## I) RESTRICTIONS OF USE FOR DATABASES PRODUCED BY QUESTEL

### 1. Redistribution

You may use and copy Information and keep the Information for as long as required if it is for personal use and you may make an unlimited number of copies for distribution within your company or business.

You, or others within your organization, to whom you have distributed information, may retain the information indefinitely within the company files with the following exception:

You may not store the information or any copy in an electronically searchable machine-readable database for longer than one (1) year, unless you obtain a QUESTEL Archival License.

### 2. Archiving

You may not electronically store (archive) in machine-readable form, information retrieved from QUESTEL produced databases for more than twelve (12) months. A QUESTEL Archival License is required for storage and archival beyond the limits of these terms.

Cancellation of Questel Orbit Archival License

A thirty-day (30) notification is required for cancellation of the QUESTEL Archival License. At the end of the contract period, if not renewed, or the end of the thirty-day (30) cancellation notice, the QUESTEL produced information must be destroyed.

### 3. Reselling

The information from QUESTEL produced databases is not to be resold, unless approved by QUESTEL.

## II) PARTICULAR RESTRICTIONS OF USE FOR DATABASES DISTRIBUTED BY QUESTEL

The clauses that follow are in accordance with the licenses or special agreements between QUESTEL and the database supplier, and apply to all "customers" of (i.e., users of) QUESTEL. Some of these agreements require QUESTEL to remove access to particular databases if there are any violations of these restrictions.

Any questions regarding specific copyright details must be directed to the Database Producer, whether they are listed here or not.

### 1. ALIT

American Petroleum Institute

The staff of API subscriber companies, including subsidiaries, has unrestricted access to ALIT. Non-subscriber access is restricted on the ALITNS database to a total of two hours of connect time per year by all facilities of the non-subscriber and its subsidiaries, worldwide. For further information on access and subscription, contact the American Petroleum Institute, 275 Seventh Avenue, New York, NY 10001, USA. Telephone (212) 366-4298

### 2. DWPI, WPIL, DWPIMV, WPAT, WPAM (Thomson Scientific World Patents Index), and LITA (LitAlert)

#### Clarivate Analytics Database Terms v1.1 TERMS AND CONDITIONS APPLICABLE TO CLARIVATE ANALYTICS DATABASES

#### 1. DEFINITIONS

1.1. The following capitalized terms have the following meanings:

**"Affiliate"** means in relation to Clarivate Analytics ("Clarivate"), Camelot Holdings (Jersey) Limited and its direct and indirect subsidiaries; and in relation to Partner, any entity that from time to time, directly or indirectly Controls, is Controlled by or is under Common Control with Partner;

**"Confidential Information"** means (i) all information of a confidential nature concerning the trade secrets or business dealings, pricing, plans, procedures, products, services or strategies of a party, its Affiliates and third parties to whom that party owes a duty of confidence; (ii) any document or information designated as confidential; and (iii) any information which by its nature the recipient ought reasonably to conclude is confidential information, in all cases whether encrypted or not and including all copies of the above on any media;

**"Content"** means any data, metadata, metrics, charts, graphs, literature or other content in any form that is contained within, or provided alongside, a Content Service;

**"Content Service"** means any Clarivate product providing Content and/or access to Content;

**"Control"** and its derivatives means the ultimate power to direct or cause the direction of the management or policies of an entity, whether through the ownership of voting securities, by contract or otherwise;

## Producers' Conditions: Database Restrictions

"**Documentation**" means the user manuals and other documentation and technical information that Clarivate makes generally available in relation to any Content Service, whether in electronic form or otherwise;

"**End User**" means an authorized end user of a Content Service;

"**Intellectual Property Rights**" means all patents, copyrights, design rights, database rights, trademarks, service marks, trade secrets, rights in know-how and Confidential Information, image rights, moral rights and any other intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world;

"**Login Details**" means the unique user name and password used by End Users to access a Content Service and/or Client's IP address (as notified by Client in writing from time to time) required by Clarivate to validate access and other details (technical or otherwise) concerning access to a Content Service and its login process;

"**Term**" means, in relation to a Content Service, the initial term together with any renewal term(s); and

"**Third Party Supplier**" means a third party supplier of content, software or technology.

- 1.2. Unless the context otherwise requires, references to the words "include", "includes", "including", "in particular" or any such similar words or phrases herein shall be construed without limiting the words preceding or following.

### 2. RIGHTS OF USE

- 2.1. Subject to payment of the applicable fees, Clarivate grants to Client in relation to each Content Service a limited, non-exclusive, non-transferable right during the Term to allow End Users to access the applicable Content Service(s) on the terms set out in clauses 2.2, 2.3 and 2.4 below.
- 2.2. During the Term, in relation to each Content Service for which an End User is licensed, such End User may:
  - 2.2.1. access, download and/or print reasonable amounts of Content as required for Client's internal purposes;
  - 2.2.2. distribute insubstantial portions of Content both within Client's organization and to third parties, provided such Content is not being used for a commercial purpose; and
  - 2.2.3. distribute limited, specifically relevant portions of Content for interactions with (i) third parties for the purpose of representing or advising Client during litigation or other procedures for the application, renewal, extension or enforcement of Intellectual Property Rights; (ii) government regulatory agencies; or (iii) funding agencies, in each case in connection with Client's products or services.
- 2.3. In each instance where an End User is reproducing any portion of the Content, such End User shall duly acknowledge the source of such Content and if practicable, shall include the following notice where the Content is reproduced: "This material is reproduced under a license from Clarivate Analytics. You may not copy or re-distribute this material in whole or in part without the prior written consent of Clarivate Analytics."
- 2.4. For the purpose of clause 2.2.2, an "insubstantial portion" of Content means an amount of Content which: (i) has no independent commercial value; and (ii) could not be used by the recipient as a substitute for any Content Service (or a substantial part of it) provided by Clarivate or its Affiliates.

### 3. RESTRICTIONS ON USE

- 3.1. Except as otherwise authorized by Clarivate, Client undertakes not to, and to ensure that End Users will not:
  - 3.1.1. use, copy, adapt, translate, modify, reverse engineer, decompile, disassemble, sub-license, sell or distribute any portion of a Content Service or any Content other than to the extent that they are expressly licensed to do so hereunder or as otherwise expressly permitted by law, where such rights cannot be modified by agreement;
  - 3.1.2. (i) create derivative databases or other works whether using all or some of the Content; or (ii) otherwise use any Content Service (or any portion or derivation of the Content) in any other product or service;
  - 3.1.3. use any Content Service, directly or indirectly, on a time sharing basis, or to provide services for any third party;
  - 3.1.4. use "web crawlers" or other types of software or hardware technology to automatically download or index Content from any Content Service;
  - 3.1.5. disclose the Login Details to any other person (including other End Users or other members of Client's organization) or allow any other person to access a Content Service (whether on an End User's behalf or otherwise);
  - 3.1.6. (i) create a denial of service, hack into, make unauthorized modifications of or otherwise impede any Content Service, whether by the use of malware or otherwise; or (ii) intercept the communications of others using a Content Service or falsify the origin of Client's or an End User's (as applicable) communications or attempt to do any of the foregoing; or
  - 3.1.7. use a Content Service (i) for any illegal or injurious purpose; (ii) to publish, post, distribute, receive or disseminate defamatory, infringing, obscene or other unlawful material; or (iii) to threaten, harass, stalk, spam, abuse or otherwise violate the legal rights (including rights of privacy and publicity) of others.
- 3.2. Client understands that Clarivate is an information provider (including opinions) for general information purposes only and does not provide legal, financial, medical or other professional advice. Some Content Services may contain the opinions of third parties, and Clarivate and its Affiliates are not responsible for such opinions. Likewise, Clarivate is not responsible for any damages resulting from any decisions of Client, or any other party accessing a Content Service through Client, that are made in reliance on the Content Service. Client agrees that it uses the Content Service at its own risk in these respects.

### 4. THIRD PARTY CONTENT

## Producers' Conditions: Database Restrictions

- 4.1. Client acknowledges it may receive access to content that originates from a source other than Clarivate ("Third Party Content") through the Content Services. Use of such Third Party Content shall be subject to the terms and conditions posted at <http://terms.clarivate.com/specific/> in addition to these Terms and Conditions.
- 4.2. To the extent that Client archives or redistributes Third Party Content, Client must obtain all required approvals for such archiving and redistribution and upon request, provide copies of such approvals to Clarivate.
- 4.3. If a Third Party Supplier ceases to make its Third Party Content available to Clarivate or requires Clarivate to suspend or terminate the provision of all or any part of its Third Party Content to Client or to any of its End Users, then Clarivate may suspend or terminate that part of the Content Service, which contains such Third Party Content, immediately without notice or further obligation to Client.
- 4.4. Client acknowledges and agrees that except where it has entered into a separate agreement directly with a Third Party Supplier, Client has no contract with any Third Party Supplier in respect of the supply of the Third Party Content. No Third Party Supplier owes Client any duty of care with respect to its Third Party Content or accepts any responsibility for it. IF A CONTRACT OR DUTY SHOULD BE HELD TO EXIST, CLARIVATE, AS AGENT FOR EACH THIRD PARTY SUPPLIER SOLELY FOR THE PURPOSE OF THE FOLLOWING EXCLUSION, EXCLUDES THE LIABILITY OF EACH THIRD PARTY SUPPLIER FOR ANY LOSSES OF CLIENT, WHICH MAY ARISE UNDER THAT CONTRACT OR DUTY, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS.

### 5. TERMINATION AND SUSPENSION

- 5.1. Without prejudice to its other rights and remedies, Clarivate may terminate any Content Service if Client is in material breach of its obligations in relation to that particular Content Service, in any such case with immediate effect by written notice to Client if that breach is incapable of remedy or Client has failed to remedy the breach within thirty (30) days after receiving written notice requiring it to so remedy.
- 5.2. Clarivate may terminate the license granted hereunder for any Content Service with immediate effect if any organization which is a competitor of Clarivate acquires Control of Client.
- 5.3. If at any time, Clarivate for any reason decides to cease general provision of a Content Service, Clarivate may cancel that Content Service by providing not less than ninety (90) days' written notice to Client.
- 5.4. Without prejudice to its other rights and remedies, Clarivate may suspend the provision of any Content Service if Clarivate reasonably believes Client is in material breach of these Terms and Conditions, for the duration of Clarivate's investigation into whether such breach is occurring or has occurred. Clarivate shall notify Client in writing (including by email) of any temporary suspension, and the cause thereof, as soon as reasonably practicable.

### 6. DISCLAIMER

- 6.1. **Client's use of any Content Service is at its sole risk. Clarivate disclaims all warranties that the Content Service will be fit for any proposed purpose. All warranties, conditions and terms implied by statute or common law, including warranties as to merchantability, satisfactory quality and fitness for a particular purpose, are excluded to the maximum extent permitted by law. Clarivate does not warrant that any Content Service will be delivered free of interruptions, delays, omissions or errors, or that all errors will be corrected.**

### 7. EXCLUSION AND LIMITATION OF LIABILITY

- 7.1. CLARIVATE WILL NOT BE LIABLE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR:
  - 7.1.1. LOSS OF PROFITS, BUSINESS, OPPORTUNITY, REPUTATION OR ANTICIPATED SAVINGS;
  - 7.1.2. CORRUPTION, ALTERATION, DAMAGE, LOSS OR MISTRANSMISSION (AS APPLICABLE) OF CLIENT'S OR ANY THIRD PARTY'S DATA, SOFTWARE, HARDWARE OR SYSTEMS;
  - 7.1.3. LOSS OR DAMAGE RESULTING FROM THE INADEQUACY OF SECURITY OF DATA DURING TRANSMISSION VIA PUBLIC ELECTRONIC COMMUNICATIONS NETWORKS OR FACILITIES;  
IN EACH CASE WHETHER DIRECT OR INDIRECT; OR
  - 7.1.4. ANY OTHER INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWEVER SUCH INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE MAY ARISE EVEN IF SUCH PARTY OR ANY OF ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES.
- 7.2. Clause 7.1 shall not apply in relation to: (i) death or personal injury resulting from Clarivate's negligence; (ii) fraud, fraudulent misrepresentation or deceit; (iii) if applicable, breach of the obligations arising from Section 12 of the Sale of Goods Act 1979; or (iv) any other liability that cannot be excluded or limited under applicable laws.

### 8. INTELLECTUAL PROPERTY

Client acknowledges that all Intellectual Property Rights in the Content Services are owned by Clarivate or its Third Party Suppliers. Clarivate expressly reserves its Intellectual Property Rights and except as expressly set out in these Terms and Conditions, Clarivate neither assigns any Intellectual Property Rights nor grants any licenses or rights in respect of a Content Service to Client.

### **3. COMP (Ei COMPENDEX PLUS)**

Engineering Information, Inc.

Users of copies of all or part of this database for replacing the database, or the lease, license or purchase of any publication listed in the Engineering Index Catalogue is not authorized. No part of the materials retrieved from the database may be copied in machine-readable form for delivery to another party.

### **4. FRPATENT, FRJURISP**

QUESTEL

QUESTEL licenses these databases from INPI. Data collection, processing and distribution are carried out according to strict professional standards. QUESTEL disclaims any responsibility for the extent of exhaustiveness and relevance, as well as transmission, of the data contained in the French patent and trademark collection. In addition, QUESTEL disclaims any responsibility for economic losses resulting either directly or indirectly from the client's use of the data or from QUESTEL's execution or non-fulfillment of its obligations as stipulated in this agreement.

### **5. IFIPAT, IFIUDB, IFICDB, CRXX, REGI**

IFI/Claims Patent Services

These databases may not be duplicated in hard copy or machine-readable form without written authorization from IFI/Claims Patent Services, except that limited reproduction of printed output up to twenty-five (25) copies is permitted for distribution within the subscriber organization only. Under no circumstances may copies under the provision be offered for resale or sale.

### **6. LGST (Legal Status)**

European Patent Office

The Legal Status database is owned by and remain the property of the European Patent Office (EPO). The production of EPO's services depends on the supply of information from national and regional patent offices. Changes and improvements may be made by EPO without prior notification. Services are produced from documents supplied by national and regional patent offices. EPO is not liable for the accuracy, completeness or punctual delivery of these documents. EPO will not be liable for damages, for loss of profit, for consequential damage, or for defects in any data. Without EPO's written permission, customers may not copy data in machine-readable form from the Legal Status database or transfer or sell to third parties data from database except as part of the ordinary attorney/client or library/patron relationship. The customer will take all precautions to prevent an unauthorized and/or inadvertent transfer and/or assignment to third parties.

### **7. INSPEC**

Institution of Electrical Engineers

INSPEC data may not be duplicated in hard-copy or stored or duplicated in machine-readable form without written authorization from the Institution of Electrical Engineers, London, except that data may be temporarily stored (for up to one month) in machine-readable form for reformatting or editing and that limited reproduction of printed output up to twenty-five (25) copies is permitted for distribution within the customer's organization only. Under no circumstance may copies made under this provision be offered for resale.

### **8. WOPATENT**

Questel Orbit/WIPO

WIPO is not responsible for the integrity and relevance of the data in this database, particularly for any deletion, manipulation or reformatting of the data outside of its control...

## Security and Confidentiality of the Identification Codes

QUESTEL is anxious to provide the highest possible quality of service along with complete confidentiality of the data stored in its computers.

In order to do this, QUESTEL has taken all the precautions customary in the profession and in accordance with established practice to preserve the secrecy of access codes given to the user. QUESTEL constantly maintains its effort towards increasing security.

At the same time, the Customer shall for his part take all necessary steps to ensure the personal and confidential character of his identification code. QUESTEL wishes to emphasize the precautions that the Customer should take.

The Customer has two identification codes:

- a UserId associated with a contract which corresponds to a particular Customer and invoicing account;
- a personal and confidential password to the service, entered by the Customer himself.

This password is the only key that can be used to log on to the UserId properly. Customers should adhere to strict security rules for its use, in particular:

- choose as long a password as possible within the maximum permitted length;
- avoid any direct relationship with the Company's name, location or department or even any over-obvious relationship with the family environment; make it as sophisticated as the facilities offered by the service allow (e.g. letters and numbers);
- never write it out in full in a place that might be accessible to another person;
- change it regularly - a reasonable frequency is once a month;
- if there is any doubt as to its continued confidentiality, it should be changed immediately by the Customer.

QUESTEL reserves the right to modify on its own initiative the password attributed to the Customer.

Security can be assured only through a set of complementary measures incumbent upon the two partners, QUESTEL and the Customer. Only if the Customer puts the above security measures into practice will the QUESTEL online services make him benefit from optimal protection.