

Orbit IPBI General Terms of Sales (GTS) (Intellectual Property Business Intelligence)

THESE GENERAL TERMS OF SALES GOVERN THE ACCESS AND USE OF QUESTEL'S SOFTWARE IN SOFTWARE AS A SERVICE (SAAS) MODE.

1. DEFINITIONS

The terms listed below, when they begin with a capital letter, whether used in singular or in plural, have the following meanings:

Access: means the e-mail address of each User, communicated by the Customer to Questel, as well as the password assigned to each User by Questel.

GTS: means the present Orbit IPBI General Terms of Sales.

Controller: means the legal person which, alone or jointly with others, determines the purposes and means of the processing of personal data.

Customer: means the individual or legal entity who legally assumes responsibility for the Order.

Effective Date: means the date of access to Questel's Software indicated in Questel's Order Form.

Initial Period: means the period of twelve (12) months which starts on the Effective Date, unless specified otherwise in Questel's Order Form.

Order: means the Order Form and the present GTS.

Order Form: means the scope of the Software selected by the Customer in the Order Form.

Personal Data: means any information relating to an identified or an identifiable natural person (name, identification number, location data, online identification).

Personal Data Regulation: means the European regulation on the protection of natural persons with regards to the processing on personal data (hereinafter "GDPR") and the local Personal Data Regulation of the country of the legal entity representative of the Customer specified in Questel's Order Form (hereinafter "local PDR").

Processing: means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means (collection, recording, organisation, structuring, storage, adaptation, alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, destruction, ...).

Questel: means the Questel company of the Questel group mentioned in Questel's Order Form.

Renewal Period: means any period of twelve (12) months subsequent to the Initial Period, unless otherwise agreed by the parties.

Software: means the Questel's Orbit IPBI software that Questel may provide to the Customer under the specificities contained within the Order Form, namely (i) Orbit Intelligence, (ii) Optional Modules of Orbit Intelligence, (iii) Stand-alone Software.

User: means the individual named by the Customer, employee of the Customer or contractually authorized by the Customer for a legitimate Client's purpose, who benefits from a right of access and use of the Software within the limits set forth in the present General Terms and Conditions.

2. ACCESS TO SOFTWARE IN SAAS MODE

2.1. Purpose of the GTS: access rights to use Questel's Software

The present GTS governs the use of the Software, in SaaS mode, pursuant to the terms and conditions set forth herein.

2.2 Prerequisite for the use of the Software

Customer shall provide its own terminal or any other equipment or software necessary to access the Software and shall be responsible for ensuring that its equipment is compatible with access requirements for the Internet, with its Internet access provider, and with the Software. Recommended configurations are available on the Software web page. Customer has verified that the Software meet its needs, including during the test and evaluation period of the selected Software.

2.3. Modalities of access to the Software

Questel will assign to the Customer an account number, determined at the discretion of Questel. The Customer agrees to communicate to Questel an e-mail address corresponding individually to each User and to respect the process of identification and authentication set up with Questel.

The Customer expressly acknowledges:

- That each Access is individual and cannot be shared, that such Access is valid and usable only for the Customer.
- That it is solely responsible for the confidentiality, the security, the use and the consequences of the use of its Access.
- That it is aware of and understands the implications of the Access mode chosen on the security and confidentiality of its information.

The Customer agrees:

- Not to attempt to bypass any Questel safety device.
- To define with no delay its policy of confidentiality relating to the passwords of its Users in the administration module and to comply with the recommendations made in such module. The risks related to the non-compliance of these recommendations are the responsibility of the Customer.
- To manage and administer, in the administration module, any event leading to modify its User Access, to adapt its Access accordingly; in particular, the reassignment of an Access (for example in the event of the departure of an employee of the Customer).

The present GTS apply to all Users that have access to the Software. The Customer undertakes to assume full responsibility for compliance with the GTS and in particular to pay all costs incurred as a result of use by any person of the Software chosen by the Customer and to take all measures to guarantee the security and the confidentiality of all of its Users access. If the Customer becomes aware of any unauthorized use, it undertakes to immediately contact Questel's Customer service by telephone and to communicate to Questel, by email to the contact detailed at <https://www.questel.com/contact/>, all the collected details. After Questel has received such notification and provided that the Customer is not directly or indirectly responsible for such unauthorized use, the Customer shall not be responsible for any charges incurred on this User Access.

Questel may at any time perform an audit of the use of the Software by the Customer. Although the audit would be performed on Questel's hardware and on the data, hosted by Questel, relating to this use, the Customer agrees to cooperate by promptly answering Questel's questions. If this audit reveals any misuse of the Software, Questel may, if it deems fit, cut the access to the Software without prejudice to any other remedies.

2.4. Suspension of access to Software

In the event where the Customer does not perform any obligations under the GTS, without prejudice to any other remedy available to Questel, Questel reserves the right to use the legal defense of non-performance and, as a result, suspend access to the Software, temporarily or permanently, depending on the severity of the breaches found. A suspension of access can only be lifted with Questel's agreement and will give rise, where appropriate, to additional service charges at the Customer's expense.

3. MODIFICATIONS OF THE SCOPE OF THE ORDER FORM

3.1. Addition of Users, Software or other parameters

At the Customer's written request, Users and or Software may be added, or any parameters may be upgraded, if the Customer complies with the GTS and if those additions are made by means of a written amendment to the Order Form signed by both parties, which will detail their perimeter and their price. The Users, Software or parameters thus added will have the same renewal dates as those provided for in Questel's initial Order Form. The Customer will be initially charged an amount calculated on a prorata basis until the end of the then-current Initial Period or Renewal Period. Any changes that substantially modify the scope of the initial Questel's Order Form (ex: merger or acquisition) must be notified by the Customer to Questel that will re-examine the conditions (in particular the fees) applicable.

3.2. Evolution of Software

The Customer acknowledges that Questel reserves the right to develop or modify the Software. These modifications will be notified by publication on the Questel website www.questel.com or by any other appropriate means. If the Customer continues using the Software after the publication or communication of a modification, it will be considered as a definitive acceptance by the Customer of the said modification. If Questel cancels a Software, the Customer will be informed with six (6)-month notice or, in the case of Software dependent on third parties, upon notice given by such third party. Customer waives any claim or action against Questel for

any direct, indirect, incidental or other damages arising from the possible termination of the availability of such Software. The information available through Questel's databases or its perimeter may change at any time, without notice, based on new information made available to Questel, in particular by intellectual property offices. Their accuracy, availability and updating depend in particular on the speed at which such information is made available by these offices.

4. INTELLECTUAL PROPERTY

4.1. Questel's Intellectual Property Rights

Without prejudice to the full applicability of the other terms of the Order, Questel guarantees that it is the legitimate right holder of the intellectual property rights necessary for the implementation of section 4.2 on the various components of the Software (software, graphical interface, database, ...), either originally or under rights Questel holds in agreement with its parent company or third-party producers.

The Customer undertakes to use all or part of the Software only within the normal framework of its professional activity, and within the scope of the right of access and of the right of use granted under section 4.2. Customer shall refrain from disseminating, resending, communicating, duplicating or reselling the information contained in the Software (the "Information") to third parties, outside the terms of the GTS.

The intellectual property rights in the Information and any hard copy or visual representation of Information obtained from the Software are held by Questel or its suppliers, except where the data is provided by the Customer and save as otherwise indicated in relation to individual third-party data providers.

In the event that the Customer communicates to Questel suggestions likely to improve, develop or update the Software, Questel is granted a free license to use the intellectual property rights attached thereto. This worldwide sublicensable license and for the duration of the corresponding rights includes in particular the right for Questel to reproduce, represent or adapt the said creations to enable their use within the framework of the Software.

4.2. Rights granted to the Customer for the use of the Software

Questel grants to the Customer, in exchange for payment of the fees and charges set out in Questel's Order Form, the non-transferable and non-exclusive right to access and use the Software, ticked in the Order Form, for its internal use, in order to (i) consult the databases of such Software, (ii) insert its own data (iii) receive electronic copies of the Information and (iv) make paper or electronic copies of the Information

Except as provided for in the present GTS, Customer may not (i) authorize any third party to store and (ii) redistribute to third parties copies, in electronic form or in paper form, of documents from the Software without the prior written consent of Questel, except as required by applicable laws or regulations.

As an exception, Customer is allowed to include in the reports that it is producing in the normal course of its business, for its own customers and/or for its contractors in charge of protecting the Customer's intellectual property, electronic or paper copies of all or some Information retrieved, provided that the Customer abides by the following rules:

- the Information is kept unaltered,
- the Information is not intended to be sold or redistributed by the Customer as such.

Customer shall abide by all laws, rules and regulations applicable to the use of the Information and all other restrictions.

Customer commits not to use the Information to build or feed an electronic commercial information service or to build databases or any other derivative works using all or part of the contents of the Software.

Appropriate use of the Software by the Customer is a material condition of the present GTS. In particular, it is strictly prohibited from using robots, automated intelligence agents, or any automated device in order to access the Software and retrieve information from them; or to download all or part of any database in the Software.

It is forbidden to:

- (i) Exceed the limits of use provided for in the Order Form,
- (ii) Extract, by permanent or temporary transfer of all or part, qualitatively or quantitatively substantial, of the Software on any other medium, by any means and in any form whatsoever and
- (iii) Reuse all or part, qualitatively or quantitatively substantial, of the Software, whatever the form, making it available to a competitor of Questel, to any third party or to the public.

The obligation to quote Questel (© Questel) as the data provider applies to the Customer, to any public presentation using data from the Software. The rights granted under the GTS shall not be sublicensed, transferred or transmitted by the Customer in any way whatsoever, and any attempt to assign or transmit will be void, without legal force or effect.

4.3. Customer Statements

The Customer acknowledges that the Software may use specialized tools for the processing of value-added data, such as machine translation, recognition of specialized entities (chemistry, etc.), financial databases and semantic tools. The Customer agrees not to misuse the Software to use their features for any purpose other than the use permitted in this GTS. The Customer acknowledges that upon the expiration or termination of the GTS, for any reason whatsoever, any right to access and use the Software will be terminated immediately. The Customer therefore declares that it will immediately: (i) cease making any use whatsoever of the Software; (ii) take all necessary steps to ensure that no User continues to use the Software in any manner whatsoever.

5. CONFIDENTIALITY - PROFESSIONAL REFERENCE

5.1. Confidentiality

Questel will not disclose any information concerning the Customer which may directly or indirectly allow third parties to have access to the searches carried out by the Customer.

5.2. Professional reference

Unless previously excluded in writing, the Customer authorizes Questel to use its trade name and logos as a professional reference in its Customer lists and for promotional communications on brochures and electronic media. The Customer will be free, at any time, to request in writing Questel to cease, with a two-month notice, to use Customer's trade name and logos as a professional reference, it being underlined that material published before the receipt by Questel of such request will be considered as validly published and duly distributable.

6. TERM OF THE ACCESS TO THE SOFTWARE

The Initial Period of Customer's Access to the Software shall commence on the Effective Date and continue for a period of twelve (12) months, unless specified otherwise in Questel's Order Form. Thereafter, the period of access shall automatically renew for subsequent twelve (12)-month periods unless either party gives the other written notice of termination at least sixty (60) days prior to the end of the Initial Period or Renewal Period, as the case may be.

It is expressly agreed between the parties that the GTS applicable to the relationship between the parties will be those in force at the time the renewal enters into force, at which time the Customer expressly undertakes to read these terms and conditions on the website www.orbit.com. This obligation of the Customer is material and decisive for Questel.

7. FINANCIAL TERMS

7.1. Billing



Questel shall invoice the Customer for all the Software subscribed by Customer in the Order Form, and all applicable taxes. No amount may be withheld by the Customer (in particular with regard to the payment of any tax) without the prior communication to Questel of supporting documents clearly justifying the legal enforceability of such withholding. All prices are stated exclusive of tax. Customer will be invoiced at the beginning of the Initial Period and of each Renewal Period.

7.2. Payments

The payment is due upon receipt of the Questel invoice, within the deadline defined under "Payment Terms" in the Order Form of the present Contract, for the entire period invoiced. All payments must be made by wire transfer and in the currency in which the invoice is rendered. Amounts remaining unpaid after the expiration of the deadline defined under "Payment Terms" in the Order Form shall be subject to an additional charge of 0.9% per month or the highest rate permitted by law, whichever is less. Customer agrees to pay the collection costs of delinquent accounts including reasonable attorneys' fees. Any question or dispute concerning an invoice must be submitted by Customer by letter, fax or e-mail, directed to Questel's contact details listed on the front page hereof, within thirty (30) days after the date of invoice.

7.3. Price Indexation for Renewal Period

Questel will adjust the Software Services fixed fee on each Renewal Period. For equivalent Software Services scope, the increase at the Renewal Period will correspond to the rate indicated in the Order Form under "Price Indexation for Renewal Period" of the present Contract.

8. WARRANTIES AND LIABILITY

8.1. WARRANTY

Questel represents and warrants that the Software shall be performed in accordance with the specifications and other technical requirements specified in the Order Form, and/or in the commercial proposal, and in accordance with the highest quality standards applicable in the industry and not violate any third party intellectual property rights.

Except in the event of gross negligence or willful misconduct, Questel does not grant any warranty, express or implied, relating to the Software, their functionalities and the presentation of the results of their research (listings, graphics, analyzes, metrics, maps, ...).

Questel does not grant any warranty, express or implied, relating to the information the Customer will obtain using the Software and, in particular, but not limited to, any implied warranty concerning ownership, merchantability, fitness for a particular purpose or any other warranty that the information in Questel's databases is accurate or complete. The databases of the Software and the information from the databases are provided "as is", without any warranty of any kind. Further, Questel gives no warranty or assurance and makes no declaration relating to the use, or the results of the use of the databases. The entire risks as to the results and performance of the Software are assumed by the Customer. No oral or written information or advice given by Questel shall create any warranty or increase in any way the scope of this absence of warranty and the Customer must in no case rely on such information or advice.

More specifically, the legal status of patents, including expected expiration date and identity of the owner, the analysis and evaluations made from metrics resulting from algorithmic treatments (hereinafter, the "indicators"), depend on the accuracy and timeliness with which the information is provided by the patent offices and the limits inherent to the "as is" operation of the Questel algorithms. The indicators may change at any time without notice based on new information received in particular by the patent offices. No decision should be made based solely on the indicators. Questel does not guarantee in any way the indicators and the time frame in which they are updated and cannot be held liable for the consequences that would result from using the indicators. This information or these recommendations constitute only simple support to the decision and cannot in any case replace the advice of industrial property professionals for the implementation of any operational decision.

More generally, the Customer declares that it accepts the characteristics and limits inherent to the internet, and in particular acknowledges:

- That the access to or use of the Software is carried out at its risk,
- That Questel will in no event be held responsible for the theft of information to the detriment of the Customer or of the Software which may be committed by unauthorized users,
- That it is responsible for any damage suffered by its hardware or software, or for any loss of data consecutive to the access and/or use of the Software.
- That it is only responsible for its internet access. Any effect that the internet access provider used by the Customer should have on the Software, and in particular their availability or their response time, will not be to the responsibility of Questel.

8.2. LIABILITY

Questel will not be held liable vis-a-vis Customers or any person acting under or through a Customer (including users) for any claims that may arise subsequent to any loss, injury, complaint, damages or liability of any nature suffered in any way whatsoever due to:

- (A) The use made by the customer of the Software,
- (B) Errors or omissions in the Information,
- (C) Failures or interruptions preventing the provision of the Information or the impossibility to access all or part of the Information or;
- (D) Customer's searches, images, annotations, comments or personal data, inserted by the Customer in the Software, which are in violation of the applicable legislation, including intellectual property rights, European regulation on the protection of natural persons with regard to the processing of personal data (hereinafter "GDPR"), and/or which affront to good moral standards or public order;
- (E) Unforeseen circumstances beyond the control of Questel.

In addition, Questel will in no case be liable vis-a-vis the Customer or any other person, for any measure taken by the Customer based on such information obtained from the databases accessible through the Software or by means of any other software or professional software which may subsequently be provided.

Questel shall not be held liable, and any other person having participated in the creation, production or delivery of the Software shall not be held liable, for any direct, indirect, material, immaterial, consequential or accessory damage (in particular damage due to the loss of business profits, interruption of activity, loss of business information and other similar damage) suffered due to the use of the Software or the impossibility to use them, even if Questel was informed that such damage was likely to occur.

The Customer assumes sole responsibility for any use of the Software and undertakes:

- (A) To use the Software in compliance with applicable laws and regulations;
- (B) To compensate and not to hold Questel liable for any claims issued by any person as a consequence of the use of the information uploaded, used or displayed by the Customer.

With respect to the Software provided by third parties, Questel makes no warranties of any kind concerning the content and availability of the sources of information proposed by these Software. Customer disclaims any request or action against Questel for any direct, indirect, incidental or consequential damages whatsoever for the possible unavailability of such Software provided by third parties.

8.3. CONVENTIONAL LIMITATION PERIOD - INDEMNIFICATION

Without prejudice to the application of any other contractual stipulation, any proceedings relating to the Software or to the GTS brought against Questel must be initiated within twelve (12) months following the event giving rise to the alleged liability.

The liability of Questel is, in any event, limited to the amounts invoiced to the Customer and paid by it for the use of the Software during the past twelve (12) months.

9. PERSONAL DATA

9.1. Protection of Personal Data

The Parties shall comply at all times with the Personal Data Regulations.

9.1.1. Customer files and prospection files

The Personal Data entered by the Customer (including Users) to access the Software are integrated into a database accessible to Questel so that, as the Controller, it may take any appropriate measure within the framework of the management of customers (contracts, invoices, accounting (in particular management of the customers' accounts)), customers relationship management, after-sale service, customers surveys, prospecting activities, trade statistics, management of customers and prospects files, management of requests made by customers or prospects to exercise their rights on Personal Data, delinquency management and litigation management (except offences and exclusion of a right) and management of people's opinion on the Software.

The collection of the Customer's (including Users) personal information is mandatory and necessary to identify the Customer and Users authorized to access the Software, to enable Questel to manage its customer portfolio and to follow up the execution of the contractual relationship. The failure to transmit Personal Data will prevent the execution of the contractual relationship, by rendering Questel unable to control that the use of the Software is carried out within the framework of the rights granted only to the Customer (including Users).

Personal Data are intended for the authorized personnel of the administrative, commercial, marketing, IT, helpdesk and prospection departments of Questel, for the relevant service in charge of inspections (auditor, internal control service), for the authorized personnel of the processors, for the judicial officers and public officers as part of their debt recovery mission, some of which may be located outside the country of the Customer specified in Questel's Order Form. In such a case, Questel represents that the Customer Personal Data transferred outside its country will be protected at a standard that is in compliance with the local Personal Data Regulation.

Questel shall protect Customer Personal Data in its control or possession by making reasonable security arrangements (including, where appropriate, physical security, authentication of Users, access management, logging access and management of incidents, supervision of maintenance, supervision of software development) to prevent unauthorized or accidental access, collection, use, disclosure, copying, modification, disposal or destruction of Customer Personal Data, or other similar risks.

Users' Personal Data are kept for the duration necessary for a limited duration covering the duration of the business relationship and the duration of the contractual limitation period. As the Controller, Questel commits to take appropriate technical and organizational measures to ensure the security of Users' Personal Data. Questel has implemented a "Personal Data Protection Policy" available upon Customer's request.

In accordance with GDPR provisions, a User whose Personal Data are processed has a right of access, right to rectification, right to object, right to data portability, right to restriction of processing and right to erasure of its Personal data. These rights may be exercised by the User, proving his identity, by addressing an email to the Data Protection Officer (hereinafter "DPO") at the following address: dpo@questel.com. The Users have also the right to lodge a complaint with the relevant supervisory authority. Outside the European Union, any User has also the right to ask for the enforcement of any public order right in relation with his Personal Data which is allocated to him by the local legislation.

9.1.2. Data entered by the Customer into the Software

Users have the possibility to write comments and insert data into the Software that may contain Personal Data. In this case, the Customer, acting as the Controller of the said Personal Data, assumes sole responsibility with regard to the concerned data subjects. The Customer undertakes to comply with the GDPR's provisions and all applicable laws regarding the protection of Personal Data and to take all necessary measures to reply to the requests of the data subjects. Data subjects who may claim for breach of the protection of their Personal Data protection must contact directly the Customer, acting in its capacity of Controller.

9.2. Cookies

Questel may use cookies necessary for the transmission of an electronic communication, in particular to ensure the possibility to route information to the network, exchange information in the correct order or to detect transmission errors or data losses. Questel also may use cookies necessary for the provision of an electronic service requested by the Customer, as cookies that identify IDs. These cookies are exempted from the need for the collection of prior consent in the European Union and, outside the European Union, are subject to the respect of the local legislation.

10. ANTI-SOCIAL FORCES

Each party represents and warrants that it, and its officers and employees do not qualify as or are not related party to any of the following persons (hereinafter referred to as the "Antisocial Force"), and in addition, shall not have any relationship with the Antisocial Force, now or in the future.

- (A) An "organized crime group, member of an organized crime group, quasi-member of an organized crime group, company affiliated with an organized crime group, extortionist, etc., political racketeering organization, or organized crime syndicate, etc.", or other party equivalent to these;
- (B) A party with a close personal, capital, or economic relationship with a party stated in the preceding item, such as where providing funds or convenience, or using with the purpose of obtaining fraudulent gain.

Each party represents and warrants that it shall not perform any of the acts stated in the following items, either itself or through the use of a third party.

- (A) An act in which fraud, a violent act, or threatening language is used;
- (B) An unlawful act, or an act in which an unreasonable request is made;
- (C) An act that interferes with business;
- (D) An act that damages honor and credit, etc.;
- (E) Acts equivalent to each of the preceding items.

Each party represents and warrants that a party (includes all such parties if a plurality of parties are used, hereinafter referred to as the "Related Contractor") contracted by it for the performance of this Contract is not an Antisocial Force.

In the event a party discovers that a Related Contractor qualifies as an Antisocial Force, such party shall take appropriate measures such as terminating all contracts with said Related Contractor and shall cut off the relationship with said Related Contractor.

11. TERMINATION

If one party breaches a provision of the GTS and said breach is not remedied within thirty (30) days of receipt of formal notice by registered letter with acknowledgement of receipt, the notifying party will be entitled to terminate the contractual relationship by right, without prejudice to any other remedy.

Questel may also unilaterally terminate the contractual relationship without notice, and immediately, in the event

- where a company which is a direct competitor of Questel takes control of the Customer (within the meaning of the law on commercial companies),
- that the Customer irreparably breaches a provision of the GTS. The parties agree that the non-compliance of any prohibition of this Contract is to be considered as a material breach.

In no event shall either party be responsible or liable for any failure or delay in performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear and natural catastrophes or acts of God; it being understood that the parties shall use reasonable efforts which are consistent with accepted practices in their respective industries to resume performance as soon as practicable under the given circumstances. Notice of a party's failure or delay in performance due to force majeure must be given to the other party within five (5) days after its occurrence. In the event of a force majeure that persists for thirty (30) days or more, either party may terminate this Contract with immediate effect upon giving written notice to the other party.

VERY IMPORTANT: with regard to a possible termination of the contractual relationship, the Customer must at all times ensure to save his own documentation that he inserted into the Software. At the end of the period of access to the Software, Questel cannot be held responsible for the returning any data whatsoever.

The Customer must also at all times ensure that he has taken the necessary measures, during the term of the contractual relationship, to save the documents resulting from the Software which he deems necessary for his professional activity.

12. PREVALENCE OF THE PRESENT CONTRACTUAL STIPULATIONS

In the event that the Customer issues a purchase order or similar instrument as general conditions of purchase, it is understood that this purchase order or document is for Customer's internal accounting purposes only and in no way changes, modifies, adds or deletes any of the terms of this GTS. In the event of any inconsistencies between the terms of the purchase order or similar instrument as general conditions of purchase and this GTS, the terms of this GTS shall prevail.

13. ENTIRE AGREEMENT - MISCELLANEOUS

This GTS, and its attached Order Form, constitutes the entire agreement of the parties and supersedes any prior oral statements, proposal, agreement or contract between the parties with respect to the subject hereof. If a provision of the GTS is declared void, inapplicable or unlawful for any reason whatsoever, the validity and the application of all other provisions shall not be affected thereby, and such invalidated provision shall be replaced by a stipulation as close as possible as the original one. Prior to the execution of this Contract, employees or agents of Questel may have made oral statements about the Services 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 Contract.

If a party breaches a stipulation of the GTS and if the other party does not exercise its rights under the GTS, this shall not be considered as a waiver of these rights and shall not be a waiver of any subsequent breach.

The Customer shall not assign any of its rights, interests or obligations hereunder without the prior written approval of Questel.

14. DOCUMENTATION

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

15. APPLICABLE LAW - ATTRIBUTION OF JURISDICTION

The contractual relationship shall be governed by and construed in accordance with the laws of the country of the Questel company of the Questel group mentioned in Questel's Order Form.

In the absence of an amicable agreement, the dispute will be brought before the court of the country of the Questel company of the Questel group mentioned in Questel's Order Form, and before the court of the town in which the Questel company has its head office at the time the court is seized.

16. LANGUAGE

This GTS is drawn up in English. It may be translated in other languages for convenience purposes. In case of a conflict between the terms of the English and the translated version, the terms of the English version shall prevail.