



## פרוטוקול ועדת רכישות 8/16

חלק ראשון - תמצית הבקשה

תאריך: 11/1/2016

מספר בקשה במערכת: 9780

מספר פרוטוקול במערכת: 8/16

נושא הבקשה: התקשרות עם חברת QUESTEL כספק חו"ל לקבלת רשיון שימוש למאגר מדגמים, בהיקף של 2,000 אירו + מע"מ לשנה החל מתאריך 1.1.2016 ועד לתאריך 31.12.2018.

שם הפונה: אבנר גולני

תפקיד הפונה: מנהל תחום מינהל ותקצוב

יחידה: רשם הפטנטים

סוג הבקשה: התקשרות עם קבלן

תאור תהליך הבחירה: ספק יחיד

חלק שני - פריטי הבקשה

| מס"ד | פריט                    | כמות/היקף | עלות פריט ללא מע"מ | התקשרות צורת | התקשרות מקור | מס. ספק   | ספק/גורם מומלץ | תאריך התחלה | תאריך סיום | הערות                                     |
|------|-------------------------|-----------|--------------------|--------------|--------------|-----------|----------------|-------------|------------|---|
| 1    | רשיון שימוש במנוע חיפוש | 3         | 2000 אירו          | חוזה         | הצעות מחיר   | 050029509 | QUESTEL        | 11/1/2016   | 31/12/2018 | ספק יחיד. הצעת מחיר ל-3 שנים, 6,000 אירו. |

סה"כ עלות פריטי הבקשה 6000 אירו ללא מע"מ

חלק שלישי - החלטות

פירוט החלטת ועדת המכרזים המשרדית - פריטים 1:

נושא:

בקשה לאישור התקשרות עם חברת QUESTEL כספק חוץ לאחר פרסום הכוונה להתקשר ללא השגות, לקבלת רשיון שימוש למאגר מדגמים, בהיקף של 2,000 אירו + מע"מ לשנה החל מתאריך 1.1.2016 ועד לתאריך 31.12.2018.

משתתפי הוועדה:

מופיד גאנם, סמנכ"ל תפעול ולוגיסטיקה - יו"ר הוועדה

סמי גריידי, מנהל אגף א' (רכש, נכסים ולוגיסטיקה) - חבר ועדה

אייל אביטל, סגן חשב המשרד - חבר ועדה

עו"ד יונתן בסאני, עוזר ראשי ליועמ"ש למשרד - חבר ועדה

רו"ח יוני רובין, מנהל אגף תקציבים - חבר ועדה

עמיחי ציסמרוי, מזכיר הוועדה

אורטל מאיר, מרכזת הוועדה

רקע:

מחלקת מדגמים ברשות הפטנטים עוסקת בקליטת בקשות לרישום מדגמים ובחינתן, טיפול בבקשות לרישום עיצובים. בוחני

המדגמים צריכים לוודא כי בקשות המדגמים עומדים בדרישות פקודת הפטנטים והמדגמים 1924 ובתקנות שהותקנו על פיה, ובין היתר צריכים לבדוק האם המדגם הוא חדש או מקורי. לשם האמור לעיל מבצעים הבוחנים במסגרת תפקידם חיפוש במאגרי מידע לרלוונטיים לעניין בחינת חידוש המדגם או מקוריותו. חיפוש המידע הינו מורכב ביותר בשל ריבוי תוצאות החיפוש וגודל זמן רב. תוכנת QUESTEL הינה תוכנת חיפוש ייחודית ומתקדמת שמתעדכנת באופן שוטף ושמאגדת בתוכה מדגמים שהותרו לפרסום בכארבעים משרדי פטנטים בעולם, ובכלל זה בארה"ב ובמדינות האיחוד האירופי. הכיסוי הרחב של המידע המצוי בתוכנה זו מייתר את הצורך לבצע חיפוש נפרד בכל מדינה ומדינה וחוסך בכך זמן עבודה רב לבוחני המדגמים, מייעל את עבודתם ומקצר משמעותית את הזמן המושקע המוקדש לחיפוש האמורים.

בפרוטוקול ועדת רכישות 376/15 וועדת המרכזים אישרה ביצוע הליך פרסום מוקדם של הכוונה להתקשר עם חברת QUESTEL כספק חוץ, לצורך קבלת רישיון שימוש למאגר מדגמים, בהתאם לתקנה 3א(ב)(1) לתח"מ.

מבוקש:

אישור התקשרות עם חברת QUESTEL כספק חוץ לאחר פרסום הכוונה להתקשר ללא השגות, לקבלת רישיון שימוש למאגר מדגמים, בהיקף של 2,000 אירו + מע"מ לשנה החל מתאריך 1.1.2016 ועד לתאריך 31.12.2018.

החלטה:

לאור הנימוקים האמורים לעיל, ולאחר שבוצע הליך פרסום מוקדם של הכוונה להתקשר עם חברת QUESTEL כספק חוץ, ולא התקבלו השגות, הוועדה מאשרת ביצוע התקשרות עם חברת QUESTEL לצורך רישיון שימוש למאגר מדגמים, בהתאם לתקנה 3 (31) לתח"מ.

היקף ההתקשרות הנו עד 2,000 אירו + מע"מ לשנה.

סה"כ היקף כולל הנו עד 6,000 אירו + מע"מ

תוקף ההתקשרות הנו מיום החל מתאריך 11.1.2016 ועד לתאריך 31.12.2018.

אופן הרכישה: 23- פטור ממכרז

סיבת הפטור: 79 – התקשרות עם תושב חוץ - תקנה 3(31)

לביצוע על ידי: רשם הפטנטים - אבנר גולני, סימה חפצדי-אזולאי, ז'קלין ברכה

לביצוע עד תאריך: 10/2/2016

תוקף ההתקשרות מ: 11/1/2016 עד: 31/12/2018

סכום ההתקשרות: 2,000 אירו + מע"מ לשנה.

סיווג התקשרות: תקנת פטור ממכרז - אחר

מספר פניה במנוף: לא צויין

תקנה מומלצת לחיוב: 08511104

קרנות מיועדות: לא צויין

חלק רביעי - חתימת משתפי הוועדה

אייר אביטל

יונתן קסאני

מופיד גאב

סמי גריידי

הבהרה: פרוטוקול ועדות המרכזים אינו מהווה התקשרות או קתיבות להתקשרות כלפי הספק. התקשרות עם ספק תיעשה אך ורק על ידי הוצאת הזמנה ו/או הסכם חתומים על ידי מורשי החתימה המוסמכים לחייב את המשרד.

**From:** Kinan Ganem  
**Sent:** Wednesday, November 18, 2015 1:28 PM  
**To:** Avner Golani  
**Cc:** Amihay Chismario; Merav Asraf (Rashi); Ortal Meir  
**Subject:** ספק יחיד Questel

הי אבנר,  
לא התקבלו השגות להתקשרות.  
יש להגיש בקשה חדשה לאישור ההתקשרות כספק יחיד.

**שגיאה**

משרד המשפטים יחידה \*  
תאור מהות הפניה

בקשה להתקשר עם ספק QUESTEL לצורך קבלת שירותי מאגרי מידע של פטנטים מחלקת מדגמים עורכת חיפוש במאגרי מידע יחודיים. ספק זה מספק מאגר מידע ייחודי לחיפוש אחר ידע קודם מדגמים. לספק זה אופציות ייחודיות המותאמות לחיפוש מדגמים.

הפטר מחום

מוצרי דפוס וחוצאה לאור

נושא \*  
בחר תחומים להתקשרות

שוי התקשרות (לרבות מיסים) 33,700.00 מטבע שקל \*  
תקופת התקשרות מ: 18/11/2015 \*  
תקופת התקשרות עד: 16/11/2018 \*  
בקשת הפטור מסתמכת על תקנה \*  
תקנה תקציבית למימון ההתקשרות [29]3 (התקשרות עם ספק יחיד) \*  
ספקים מרובים/ספק חוץ?  \*  
מספר ספק עזרה

שם ספק \* Questel

איש קשר לקבלת השגות מהציבור מורשה מנף לענין פרסום זה

שם \* כנן גנם דואר אלקטרוני \* kinang@justice.go.il

תאריך אחרון להגשת השגות \* 17/11/2015 נא לחשב 14 ימי עבודה באופן יחידי

רשימת השגות - Windows Internet Explorer

פניה מספר 571307

מהות ההתקשרות :  
השגות

שם הספק \*  
שם פונה \*

[+] אין השגות





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 - Orbit.com UserIDs  
 - Orbit.com Terms and Conditions (3 pages)

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PLEASE COMPLETE AND RETURN TWO SIGNED ORIGINALS TO THE QUESTEL ADDRESS MARKED ABOVE.

|                            |   |
|----------------------------|---|
| <b>COMPANY INFORMATION</b> | Organization Name : ISRAEL PATENT OFFICE<br>Represented by : ASA KLING<br>Title / Department : DESIGN<br>Address : Malcha Technology Park, Bldg 5<br>Postcode : 96951      City : Jerusalem      State/Province:      Country : ISRAEL<br>Tel. : 972-2-5651643      Fax :      Web site : <a href="http://old.justice.gov.il/mojeng">http://old.justice.gov.il/mojeng</a><br><br>Contact person : Yoav Sin-Malia      Tel. : 972-2-5651738      Fax : 972-2-5651677<br>E-mail : <a href="mailto:yoav@justice.gov.il">yoav@justice.gov.il</a><br><br>Subject to VAT (Europe) <input type="checkbox"/> Yes <input type="checkbox"/> No      VAT Number :<br><br>Please provide your current Questel customer number : |
|                            | <p style="text-align: center;"><i>Complete billing information only if billing address differs from the address above.</i></p> Billing Information:<br>Organization Name :<br>Name :      Department :<br>Billing Address :<br>Postcode :      City :      Country :<br>Tel. :      Fax :      E-mail :<br>Purchase Order # (if applicable) :   |



**Orbit.com SUBSCRIPTION CONTRACT  
ORDER FORM**

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9 Feb 16  
[Handwritten initials]

|                                       |                             |
|---------------------------------------|-----------------------------|
| <b>Start Date :</b> 1st November 2015 | <b>Duration :</b> 36 months |
| Number of individual UserIDs : 1      |                             |

| Orbit.com IP Business Intelligence<br>Please select hereunder the level of service you wish to access:   | Number of UserIDs<br><small>Details in the form<br/>« Orbit.com User IDs »</small> | Fixed fee                                      |  |  |                                       |  |  |  |   |  |  |  |  |        |
|--|--|--|--|--|---------------------------------------|--|--|--|---|--|--|--|--|--------|
| <input type="checkbox"/> Bronze<br><input type="checkbox"/> Silver<br><input type="checkbox"/> Gold  |  | €<br>€<br>€                                    |  |  |                                       |  |  |  |   |  |  |  |  |        |
| <input type="checkbox"/> Platinum<br><table border="1" style="width:100%; border-collapse: collapse; margin-top: 5px;"> <tr> <th align="center" colspan="4">Evaluation</th> </tr> <tr> <td style="width:25%;"><input type="checkbox"/> Licensing In</td> <td style="width:25%;"><input type="checkbox"/> Licensing Out</td> <td style="width:25%;"><input type="checkbox"/> Portfolio Pruning</td> <td style="width:25%;"><input type="checkbox"/> Technology Scouting</td> </tr> <tr> <td><input type="checkbox"/> Ability to Exclude</td> <td colspan="3"></td> </tr> </table> | Evaluation   |  |  |  | <input type="checkbox"/> Licensing In | <input type="checkbox"/> Licensing Out | <input type="checkbox"/> Portfolio Pruning | <input type="checkbox"/> Technology Scouting | <input type="checkbox"/> Ability to Exclude |  |  |  |  | €<br>€ |
| Evaluation   |  |  |  |  |                                       |  |  |  |   |  |  |  |  |        |
| <input type="checkbox"/> Licensing In  | <input type="checkbox"/> Licensing Out   | <input type="checkbox"/> Portfolio Pruning     | <input type="checkbox"/> Technology Scouting |  |                                       |  |  |  |   |  |  |  |  |        |
| <input type="checkbox"/> Ability to Exclude  |  |  |  |  |                                       |  |  |  |   |  |  |  |  |        |
| <b>Optional Modules of Orbit.com IP Business Intelligence: Please select hereunder:</b>  |  |  |  |  |                                       |  |  |  |   |  |  |  |  |        |
| <input type="checkbox"/> Alerts : total maximum number of Alerts   |  | €  |  |  |                                       |  |  |  |   |  |  |  |  |        |
| <input type="checkbox"/> Workfiles : total maximum number of permanently stored documents  |  | €  |  |  |                                       |  |  |  |   |  |  |  |  |        |
| <input type="checkbox"/> Workfiles Readers : 10 readers minimum  |  | €  |  |  |                                       |  |  |  |   |  |  |  |  |        |
| <input type="checkbox"/> Patent licensing agreements   |  | €  |  |  |                                       |  |  |  |   |  |  |  |  |        |
| <b>Additional services: Please select hereunder:</b>   |  |  |  |  |                                       |  |  |  |   |  |  |  |  |        |
| <input checked="" type="checkbox"/> Designs  | 1  | 6000 €   |  |  |                                       |  |  |  |   |  |  |  |  |        |
| <input type="checkbox"/> US IP Litigation  |  | €  |  |  |                                       |  |  |  |   |  |  |  |  |        |
| <input type="checkbox"/> Watch Legal Status  |  | Pay-as-you-go rate for each Legal Status alert |  |  |                                       |  |  |  |   |  |  |  |  |        |
| <input type="checkbox"/> Research Disclosure : <a href="http://www.researchdisclosure.com">www.researchdisclosure.com</a>  |  | €  |  |  |                                       |  |  |  |   |  |  |  |  |        |
|  |  | €  |  |  |                                       |  |  |  |   |  |  |  |  |        |
| <b>€ total amount (exclusive of taxes)</b>   |  | 6000 €   |  |  |                                       |  |  |  |   |  |  |  |  |        |

Customer Initials: \_\_\_\_\_



**Orbit.com User IDs**

Please provide the following information. (☑Yes, if check box is clicked and not otherwise)

| Name | UserID :<br>E-mail address | Orbit.com IP Business Intelligence |                       |                       |                       | Only if Platinum is selected |                          |                          |                          |                          |                          | Optional Modules         |                          |                          |                          | Additional Services      |                          |  |
|------|----------------------------|------------------------------------|-----------------------|-----------------------|-----------------------|------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--|
|      |                            | BRONZE                             | SILVER                | GOLD                  | PLATINUM              | Licensing in                 | Licensing Out            | Portfolio Pruning        | Technology Scouting      | Ability to Exclude       | Alerts                   | Workfiles                | Designs                  | IP Litigation            | Watch Legal Status       | Research Disclosure      |                          |  |
| 1    |                            | <input checked="" type="radio"/>   | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 2    |                            | <input checked="" type="radio"/>   | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 3    |                            | <input checked="" type="radio"/>   | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 4    |                            | <input checked="" type="radio"/>   | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 5    |                            | <input checked="" type="radio"/>   | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 6    |                            | <input checked="" type="radio"/>   | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 7    |                            | <input checked="" type="radio"/>   | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 8    |                            | <input checked="" type="radio"/>   | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 9    |                            | <input checked="" type="radio"/>   | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 10   |                            | <input checked="" type="radio"/>   | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 11   |                            | <input checked="" type="radio"/>   | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 12   |                            | <input checked="" type="radio"/>   | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 13   |                            | <input checked="" type="radio"/>   | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 14   |                            | <input checked="" type="radio"/>   | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |
| 15   |                            | <input checked="" type="radio"/>   | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |

Customer initials: \_\_\_\_\_



## Orbit.com Terms and Conditions

**Orbit.com Internet Service.** Questel hereby grants to the Customer the non-transferable, non-exclusive right to gain computerized access to the Orbit.com 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 Orbit.com 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 Orbit.com service and retrieve information from it; (ii) the downloading of any Orbit.com database or significant segments of any Orbit.com database. Any such improper usage of the Orbit.com service will be deemed abuse and will result in suspension or cancellation of Customer access to the Orbit.com service. Customer shall provide its own terminal or any other equipment or software necessary to access the Orbit.com service. Customer shall be responsible for assuring that its equipment is compatible with access requirements for the Internet, with its Internet access provider, and with the Orbit.com 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 the Orbit.com service by unauthorized users.

**Ownership Rights and Copyright.** Customer acknowledges that Questel and/or its Suppliers retain all right, title and interest under the applicable copyright laws in the information from various databases contained in the Orbit.com service (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 Customer commits not to use the Information to build or feed an electronic commercial information service. The copyright in the Information and any hard copy or visual representation of Information obtained from Orbit.com belongs to Questel or its Suppliers save as otherwise indicated in relation to individual third party data providers. Customers may not use the Orbit.com 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 Information, except as provided herein. Customer shall abide by all laws, rules and regulations applicable to the use of the Information and all other restrictions. Customer hereby grants to Suppliers the right to enforce or assert the provisions of this Agreement on their own behalf.

**Evolution of Services.** Customer agrees that Questel reserves the right to change or modify the Orbit.com service (including features) without notice. Questel will, from time to time, publish on the www.questel.com site notices concerning the Orbit.com service, or make available this information by other means. Questel may adjust the service fixed fee for each Renewal Term. This Agreement is immediately terminable by Customer upon written notice thereof to Questel if any such changes are unacceptable to Customer. Customer's continued use of the Orbit.com service following publication or communication of a change shall be conclusively deemed acceptance of such change.

**Customer Account and User IDs.** Questel will issue to Customer an account number and one or more User IDs, such number and IDs to be determined at Questel's discretion. Where applicable, Customer agrees that the User IDs are valid only at the location for which they are issued. Customer is responsible for its User IDs. All terms and conditions of this Agreement apply to all User IDs 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 IDs by anyone, and for maintaining security and confidentiality with regard to all such User IDs. If Customer becomes aware of any unauthorized usage of its account, Customer shall notify Questel immediately by calling the Customer Service and communicating detailed information by e-mail, using Questel's contact details listed on the front page hereof. Customer shall not be responsible for charges against its User IDs incurred after Questel has received such notice. Questel will not disclose information concerning the Customer which may directly or indirectly allow third parties to be aware of research conducted by the Customer.

**Addition of User IDs, Services or Modules.** Upon written request from Customer abiding by the terms and conditions provided herein and execution by both parties of a written amendment to this Agreement detailing the additions and the related fees, User IDs, services or modules may be added to this Agreement. User IDs, services and modules thus added will be given the same renewal term as the Agreement. Customer will be initially charged a prorated amount based on time left until the end of the current Initial Term or Renewal Term.

This provision also applies to requests for increase of (i) the total maximum number of Alerts, (ii) the total maximum number of permanently stored patent families and other document types in the Workfiles and (iii) the maximum number of patent families for each saved analysis.

**Limitations of use.** The downloading of patent copies included in the Orbit.com 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 Orbit.com 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 terminate this Agreement with thirty (30) days prior written notice to the Customer. If either party shall default in the performance of any 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 IDs.** Questel shall invoice the Customer for all Orbit.com services subscribed by Customer and all applicable taxes. All rates are in Euros and are exclusive of taxes. Form part of this Agreement: (i) services and modules selected in the form "Orbit.com Online Searching"; (ii) information relating to end-users in the form "Orbit.com User IDs". Customer will be invoiced at the beginning of the Initial Term and of each Renewal Term. Payment is due upon receipt of the Questel invoice. 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. 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 shall be subject to an additional charge of 0.9% per month or the highest rate permitted by law, whichever 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 IDs if charges are not paid when due, or if Customer is otherwise in breach of the 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.** Documentation on the use of Orbit.com is available online. All user documentation may be copied for non-commercial use.

**"Cookies" files.** Customer is aware and agrees that Questel uses cookies within the Orbit.com service in order to identify the Customer and its preferences, and to contribute to security of the service.

**Orbit.com Online Searching and associated modules.** The legal status of patents, including Expected Expiration Date (hereafter, the "Indicators"), is dependent on the accuracy & timeliness of the information provided by the patent offices. The Indicators may change at any time without notice, based on new information received from 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.

### **Orbit.com Watch (Alerts) Module.**

The following terms and conditions apply in the event the Orbit.com Watch module has been selected, and form part of the Orbit.com Subscription Contract. The use of the Orbit.com Watch module occurs through the User IDs validated on this module in the "Orbit.com User IDs" form. The total maximum number of Alerts is defined in the Orbit.com Subscription Contract. An Alert is defined as a Customer established search criteria that will be searched for in each update against a Customer established selection of Orbit.com databases. A notification will be sent to a Customer established e-mail 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 records defined in the Agreement. Customer must make changes to bring Alerts within subscription within five (5) days of Questel 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.

### **Orbit.com Workfiles Module.**

The following terms and conditions apply in the event the Workfiles module has been selected, and form part of the Orbit.com Subscription Contract. The use of the Workfiles module occurs through the User IDs validated on this module in the "Orbit.com User IDs" form. The total maximum number of permanently stored patent families and other document types is defined in the Orbit.com Subscription Contract. If such maximum number is exceeded, the Customer will:

- Either delete patent families or other document types stored in excess of such maximum number
- Or negotiate an amendment with Questel defining a new maximum number and the related fee.

In case of termination or non-renewal of the Agreement or of the Workfiles module, the Customer will not have access anymore to Workfiles.

**Customer Initials:** \_\_\_\_\_



Information loaded and annotations created into Workfiles by the Customer, unless deleted afterwards by the Customer, are stored by Questel during the term of this Agreement 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 Workfiles during the last twelve (12) months.

The Customer retains copyrights only to the user-created annotations in the Workfiles in relation to a document number, and may export them during the term of this Agreement.

**Analysis module.** The following terms and conditions apply in the event the Analysis module has been selected, and form part of the Orbit.com Subscription Contract. The use of the Analysis module occurs through the User IDs validated on this module in the "Orbit.com User IDs" form. The maximum number of analysed patent families and the maximum number of patent families for each saved analysis depend on the chosen level :

| Level    | Maximum number of analysed patent families | Maximum number of patent families for each saved analysis |
|----------|--|---|
| Silver   | 100,000                                    | 15,000  |
| Gold     | 300,000                                    | 20,000  |
| Platinum | 2,000,000                                  | 30,000  |

**Orbit.com IP Litigation Module.**

Any use by the Customer that infringes the copyright or other intellectual property rights of the supplier is prohibited.

Information contained in the IP Litigation Module is on an "AS IS," "AS AVAILABLE" basis.

**Orbit.com Watch Legal Status Service.**

Questel shall invoice Customer for all Watch Legal Status services set up by Customer under the Orbit.com Subscription Contract at the beginning of each twelve (12)-month period of existence of each Legal Status alert, according to current Euro applicable rates published on the www.questel.com site. Any started twelve (12)-month period is due in full. In case of termination or non-renewal of the Orbit.com Subscription Contract, the Customer will not have access anymore to Orbit.com Watch Legal Status service except if the Customer signs a separate Watch Legal Status Contract.

**WARRANTY DISCLAIMER.** QUESTEL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE Orbit.com 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 Orbit.com 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 Orbit.com 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 Orbit.com 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 Orbit.com 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 Orbit.com service or this Orbit.com 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, its subsidiaries and affiliates. Prior to the execution of this Agreement, employees or agents of Questel may have made oral statements about the Orbit.com 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.

**Purchase Orders.** 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 Orbit.com 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. 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. Questel and the Customer agree to do their best to settle their eventual difference relating to the Agreement out of court. 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 any 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 :

Customer's stamp :

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

|                          |  |
|--------------------------|--|
| For Questel internal use | Questel sales rep or agent: Martine Massiera |
|                          | Approval :                                   |

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