



פרוטוקול ועדת המכרזים לענייני רכישות 376/19-1

רשם הפטנטים	יחידה מגישה
ניסים אהרון	שם הפונה
רשם הפטנטים	תפקיד הפונה
המכרזים לענייני רכישות	שם ועדת מכרזים
12/08/2019	תאריך
18880	מס' בקשה

חברי ועדה נוכחים-

תפקיד בוועדה	שם פרטי ושם משפחה
יו"ר	מופיד גאנס
חבר	סמי גריידי?
נציג אגף התקציבים	מרת סרמקל
חבר	נמרוד ארצי
חבר	אברהם שלם
מרכז	עדי ראובן

פרטי ההתקשרות המבוקשת-

מימוש אופציה שנה שנייה עם חברת QESTEL לשימוש בוחני הפטנטים במאגרי ORBIT השייכים לQESTEL	נושא ההתקשרות
אישור מימוש אופציה במכרז	סוג הבקשה
הצעות מחיר	תאור תהליך הבחירה

גאנס כנאן	רשם
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פרוטוקול וועדת המכרזים לענייני רכישות 376/19-1

רקע:

במסגרת עבודתה של יחידת רשם הפטנטים במשרד, היחידה נעזרת בין היתר במאגרי מידע של פטנטים ומדגמים שמסופקים ע"י חברות מסחריות.

כעת מבקשת היחידה להתקשר עם חברה לקבלת מידע בתחומי הפטנטים לצורך שימוש במאגר הפטנטים של החברה דרך כתובת אינטרנט לכלל הבוחנים ביחידה ולרכישת רישיונות עבור בוחני הפטנטים לשימוש במאגר המידע.

בפרוטוקול רכישות 140/18 אישרה הוועדה את ההתקשרות עם חברת QUESTEL כספק יחיד בחו"ל לצורך רכישת רישיונות שימוש לחיפוש במאגרי המידע וזאת בהתאם לתקנה 3(31) בהיקף של עד 19,950 אירו, היל מיום 01/05/2018 ועד ליום 30/04/2019 כאשר למשרד נשמרה האופציה להארכת ההתקשרות בשנה נוספת, שנה בכל פעם ובאותם תנאים.

מבוקש:

אישור הוועדה למימוש האופציה בהתקשרות עם חברת QUESTEL לצורך רכישת רישיונות שימוש לחיפוש במאגרי המידע.

פריט	כמות	עלות לפריט ללא מע"מ	שם הספק	מס' ספק	תחילת התקשרות	סיום התקשרות	החלטה
1	1	19950.00 אירו	QUESTEL	50029509	01/09/2019	30/04/2020	אושרה

סה"כ ההתקשרות: (כמות * עלות "מס' החודשים) עד 19950.00 אירו ללא מע"מ

החלטה:

בפני הוועדה הציג הגורם המקצועי כי המשתמשים במערכת הינם בוחני הפטנטים המונים יותר מ- 100 בוחנים כולל הבוחנים החדשים שנקלטו. לאור האמור, הוועדה מסווגת את ההתקשרות בהתאם לתקנה 3(א) לתח"מ ומאשרת את ההתקשרות עם חברת QUESTEL לצורך רכישת רישיונות שימוש לחיפוש במאגרי המידע עבור רשות הפטנטים.

סה"כ היקף ההתקשרות: עד 19,950 אירו ובהתאם להצעת המחיר המצורפת והמקובלת על כל חברי הוועדה.

תקופת ההתקשרות: החל מיום 01/09/2019 ועד ליום 30/04/2020.

עוד מציינת הוועדה כי על מנת להמשיך את השירותים מעבר למאושר בהחלטה זו, על היחידה לבצע הליך הצעות מחיר חדש ולהביא את תוצאותיו בפני הוועדה.

פרוטוקול וועדת המרכזים לענייני רכישות 376/19-1

אופן רכישה / סיווג התקשרות: 84. מימוש זכות ברירה - תקנה 3(ג)א

גורם מבצע: אגף רכש נכסים ולוגיסטיקה - רכש

צורת ההתקשרות: הזמנה

ביטוח: לא

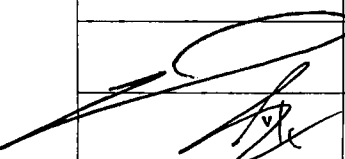
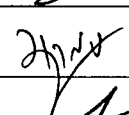
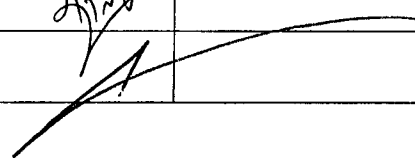
ערבות: לא

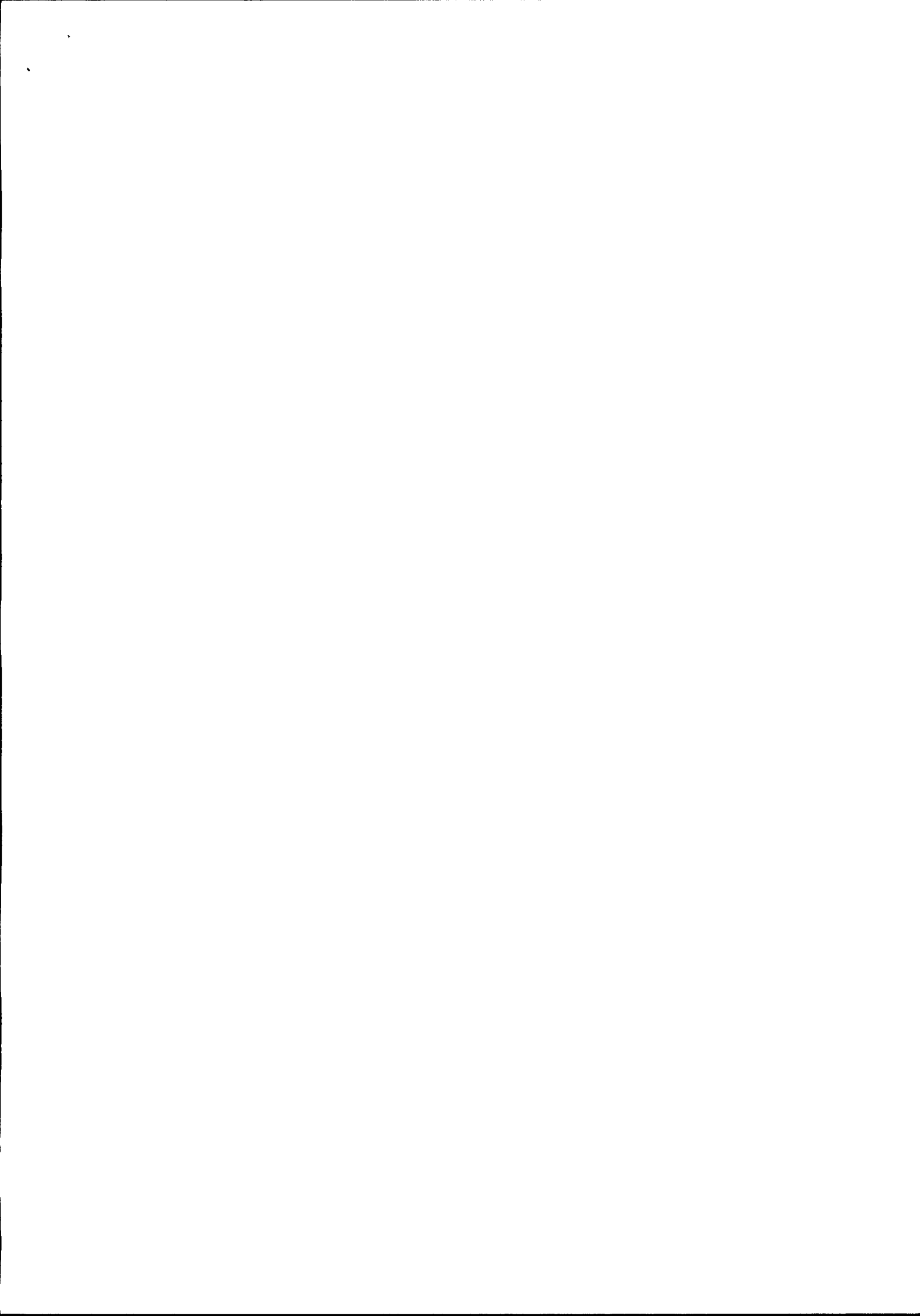
התקשרות רגישה: לא

תקנה תקציבית: 08544104

שריון תקציבי: 100045434

חתימות:

תפקיד בוועדה	שם	תאריך	חתימה
יו"ר	מופיד גאנס	12/08/2019	
חבר	סמי גריידי	12/08/2019	
נציג אגף התקציבים	פנחס פרנקל ס"ע ס"ר	12/08/2019	
חבר	נמרוד ארצי	12/08/2019	
חבר	אברהם שלם	12/08/2019	



Kinan Ganem

מאת: Yoav Sin-Malia
נשלח: יום ראשון 18 אוגוסט 2019 11:57
אל: Kinan Ganem
עותק: Nissim Aharon
נושא: בקשה 18880 Re:

בהסכם און לנו הגבלה על כמות המשתמשים
המשתמשים היום הם בוחני הפטנטים כולם, זא מעל 100, כולל החדשים שנקלטו בשנה האחרונה

Sent from my iPhone

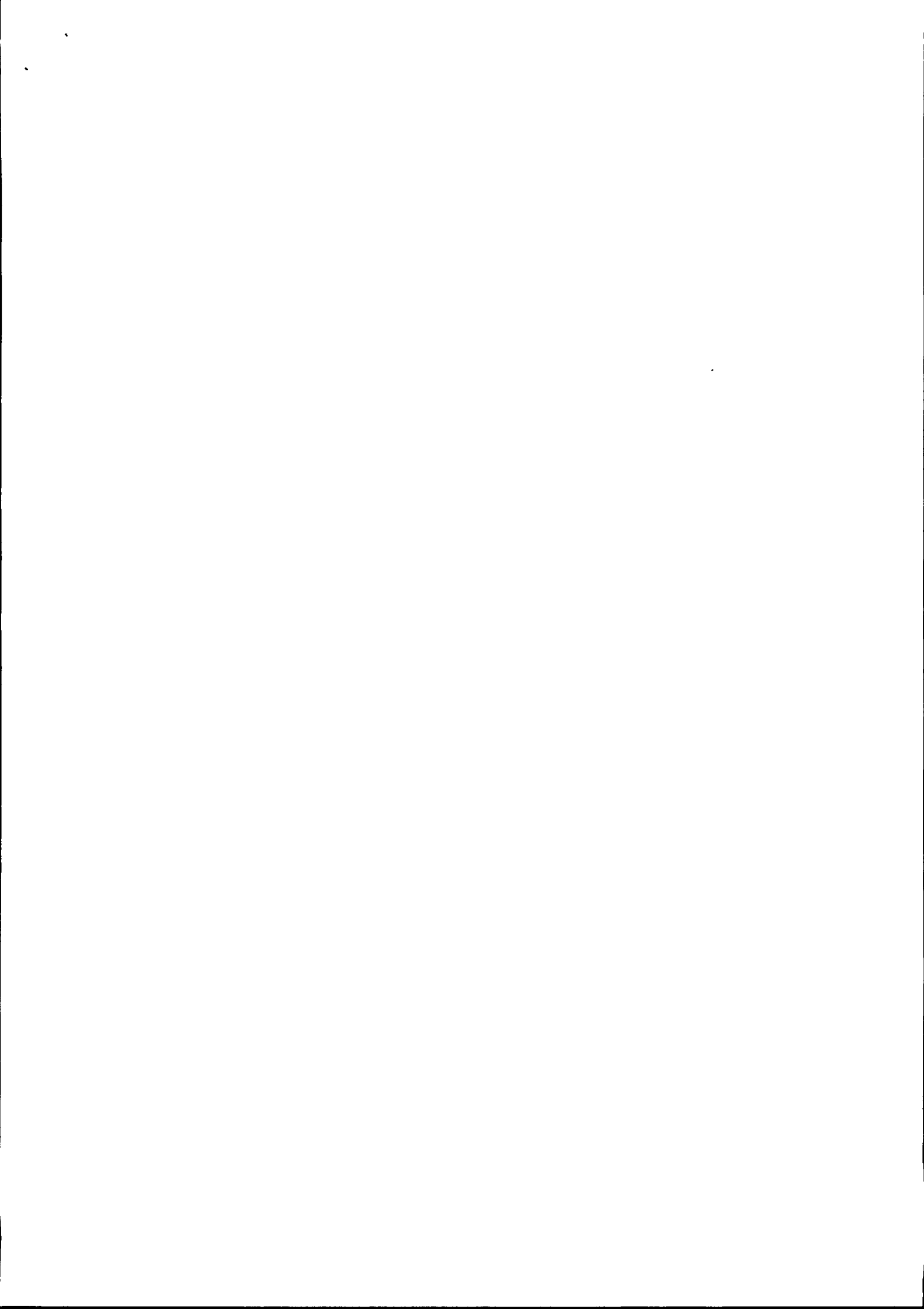
On 18 Aug 2019, at 10:34, Kinan Ganem <KinanG@justice.gov.il> wrote:

ניסים שלום,

הוועדה מבקשת לדעת כמה משתמשים יש במאגר QUESTEL.

בברכה,

כנאן גאנם | מרכז בכיר (תיאום ומעקב) | מכרזים והתקשרויות | משרד המשפטים
טלפון: 072-3903023 ; פקס: 02-6467003



Nissim Aharon

מאת: Yoav Sin-Malia
נשלח: 13:16 07 אוגוסט 2019
אל: Klnan Ganem
עותק: Nissim Aharon
נושא: FW: [סימוכין ועדה] מרכז ועדה [סימוכין 11475839]
קבצים מצורפים: Orbit IPBI Subscription Contract EUR - 2018-special.pdf

שלום רב,

בשל אי הבנה בתפעול מערכת מרכבה, נפלה טעות בתאריכי הפרוטוקול לאישור ההתקשרות עם חברת Questel במאי 2018.

מחוסר תשומת לב הוזנה ההתקשרות מחודש מאי 2018 ואילו החוזה מתחיל מתאריך 1.9.18.

אודה לכם אם ניתן לשנות את תאריכי הפרוטוקול בהתאם לחוזה שנחתם.

בהתאם לחוזה המצ"ב ההתקשרות התחילה ב 1.9.18 למשך שנתיים.

תודה על הסיוע בנושא.

בברכה,

יואב סין-מליה
בוחר פטנטים בכיר
ראש תחום מאגרי מידע וחיפוש
רשות הפטנטים
משרד המשפטים
משרד 073-3927251
נייד 050-7061649
הגן הטכנולוגי מלחה, בניין 5
רחוב אגודת ספורט הפועל 1
ירושלים, 96951
www.patents.gov.il

*דוא"ל זה מכוון אל הממוען בלבד. אם הגיע אליך בטעות, נא למחקו לאלתר.
*נא להימנע מהדפסה שלא לצורך.



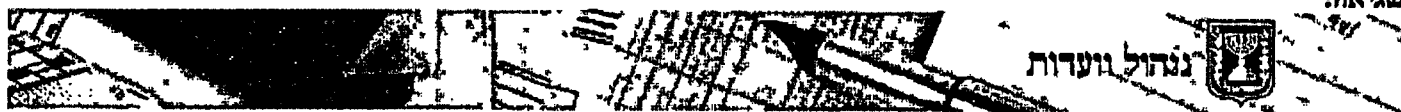
From: Nissim Aharon
Sent: Wednesday, August 07, 2019 11:27 AM
To: Yoav Sin-Malia
Subject: FW: [סימוכין 11475839] מרכז ועדה [סימוכין 11475839]

From: ועדת המכרזים [mailto:committees@justice.gov.il]

Sent: Wednesday, August 07, 2019 10:26 AM

To: Nissim Aharon

Subject: [בוצעה בדיקת בקשה מסוג המכרזים לענייני רכישות ע"י מרכז ועדה] סימוכין 11475839



בקשה מספר 18880 נבדקה על ידי מרכז ועדה והועברה לטיפול הוועדה.

נימוקים והערות: ! MG_Nimukim_desc_gorem\$

נרשא בקשה:

מימוש אופציה שנה שנייה עם חברת QESTEL לשימוש בחזני הפטנטים במאגרי ORBIT השייכים לQESTEL

לקבלת סיוע ניתן לפנות למוקד התמיכה בטל 076-5301010 או באמצעות מערכת הקריאות בפורטל.



Questel SAS – Sales Administration
 CS 60239
 F – 06904 Sophia-Antipolis Cedex
 Customer Service Tel: 008000 783 783 5
 Fax: +33 (0)4 92 94 55 93
 Customer Service E-Mail: help@questel.com
 VAT Number: FR 04 329 326 896

- The Orbit IPBI Subscription Contract consists of:
- the front page
 - the Order Form
 - the List of the Users and level of the subscribed Services
 - the Orbit IPBI General Terms and Conditions
 - the Appendix 1: Description of the Services

ORBIT IPBI SUBSCRIPTION CONTRACT QPROI
 (Intellectual Property Business Intelligence)

Effective Date: September 1, 2018	Duration of the Initial Period: 24 months
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PLEASE COMPLETE AND RETURN TWO SIGNED ORIGINALS TO THE QUESTEL ADDRESS MARKED ABOVE.	
CUSTOMER INFORMATION	<p>Organization Name: Israel Patent Office Represented by [duly empowered]: Ofir Alon Title / Department: Director Address: Malcha Technology Park, Bid 5, 1 Agudat Sport Hapoel st. Postcode: 96951 City: Jerusalem State/Province: Country: ISRAEL Tel.: Fax: Web site:</p> <p>Subject to VAT (Europe) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No VAT Number:</p> <p>Operational contact name : Yoav Sin-Malia Function: Tel. : E-mail: YoavSo@justice.gov.il</p>
BILLING INFORMATION	<p align="center"><i>Complete billing information only if billing address differs from the address above.</i></p> <p>Organization Name: Name: Department: Address: Postcode: City: State/Province: Country: Tel.: Fax: E-mail: Purchase Order # (if applicable):</p> <p>Billing contact name: Function: Tel. : E-mail:</p>
SENDING OF INVOICES	<p align="center"><i>Please complete this information if the mailing address differs from the billing address.</i></p> <p>Organization name: Name of recipient: Department: Address: Postcode: City: State/Province: Country: Telephone: Fax: Email:</p>

Customer initials: _____



**ORBIT IPBI SUBSCRIPTION CONTRACT QPROI
ORDER FORM**

Orbit Intelligence Please select hereunder the level of service you wish to access:	Number of users Details in the «List of Users»	Fixed fee
<input checked="" type="checkbox"/> Bronze	global	included €
<input type="checkbox"/> Silver		€
<input type="checkbox"/> Gold		€
<input type="checkbox"/> Platinum <input type="checkbox"/> Guided activities		€ €
<input type="checkbox"/> Orbit Express		€
<input type="checkbox"/> Designs		€
Optional Modules of Orbit Intelligence Please select hereunder:		
<input type="checkbox"/> Alerts: Total maximum number of Alerts		€
<input checked="" type="checkbox"/> Workfiles: Total maximum number of permanently stored documents 25.000 Number of Workfiles Readers (10 readers minimum)	global	Included € €
<input type="checkbox"/> Patent licensing agreements		€
<input type="checkbox"/> US IP Litigation		€
<input type="checkbox"/> Chemistry		€
Stand-alone Services Please select hereunder:		
<input type="checkbox"/> Orbit Webmonitor: Number of Sources Packages / Number of alerts	nb users/SP + nb users/SP + ...	€
<input type="checkbox"/> Legal Status Monitor: Maximum number of monitored patents		€
<input type="checkbox"/> Research Disclosure		€
<input type="checkbox"/> Intellixir: Number of filters: Details:		€
	Number of Analysts	€
	Number of Super-Users	€
<input type="checkbox"/> Option « Chemical entities analysis »		€
total amount (exclusive of taxes)		39900 €

I HAVE READ AND AGREE WITH ALL THE TERMS AND CONDITIONS OF THE CONTRACT.

Authorized Customer signature preceded by the annotation " read and approved all the terms and conditions mentioned "

Date and place:

Customer's stamp:

For Questel
internal use

Questel sales rep or agent: Daniel OVADYA

Approval :

Customer Initials: _____



List of Orbit IPBI Users and level of the subscribed Services

Please provide the following information and select your choices (☐)

	Name	E-mail address	Level of Service	Orbit Intelligence				Optional Modules of Orbit Intelligence						Stand-alone Services				
				If Platinum Guided activities	Orbit Express	Design	Alerts	Workfiles	Patent licensing agreements	US IP Litigation	Chemistry	Orbit Webmonitor	Legal Status Monitor	Research Disclosures	Intellizip			
1			<>	<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"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2			<>	<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"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3			<>	<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"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4			<>	<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"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5			<>	<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"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6			<>	<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"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7			<>	<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"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8			<>	<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"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9			<>	<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"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10			<>	<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"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11			<>	<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"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12			<>	<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"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13			<>	<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"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14			<>	<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"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15			<>	<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"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Customer initials: _____



Orbit IPBI General Terms and Conditions

THESE GENERAL TERMS AND CONDITIONS GOVERN THE ACCESS AND USE OF QUESTEL'S SERVICES.

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.
Contract: means the whole contract composed of:

- the front page, which identifies the Customer
- the Order Form
- the List of Users and level of the subscribed Services
- these Orbit IPBI General Terms and Conditions
- Appendix 1: Description of the Services

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 on which the Contract enters into force, as indicated in the front page.

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

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

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

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, ...).

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

Services: means, if used in singular one of the Orbit IPBI Services, and if used in plural all Orbit IPBI Services that Questel may provide to the Customer under the Contract as described in Appendix 1, namely:

- Orbit Intelligence
- Optional Modules of Orbit Intelligence
- Stand-alone Services

User: means the individual named by the Customer, employee of the Customer or authorized by the Customer, who benefits from a right of access and use of the Software Services under the Customer's Order Form, within the limits set forth in the Contract.

2. ACCESS TO SOFTWARE SERVICES

2.1. Purpose of the Contract: provision of Software Services

Questel hereby grants the Customer, during the term of the Contract, the non-transferable and non-exclusive right to gain computerized access to the Services in SaaS mode (Software as a Service), pursuant to the terms and conditions set forth herein and in accordance with the parameters chosen in the Order Form and in the List of Users.

2.2. Prerequisite for the use of the Services

Customer shall provide its own terminal or any other equipment or software necessary to access the Services 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 Services. Recommended configurations are available on the Services web page.

Customer has verified that the Services meet its needs, including during the test and evaluation period of the selected Service(s).

2.3. Modalities of access to Services

The List of Users details the level of Services subscribed to by the Customer. 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 inform Questel of any event that may modify its list of Users, so that it can be updated accordingly; in particular, the reassignment of an Access (for example in the event of the departure of an employee of the Customer) will only be possible after having informed Questel and under its control.

The present general terms and conditions of the Contract apply to all Users that have access to the Services provided under the Contract. The Customer undertakes to assume full responsibility for compliance with the general terms and conditions of the Contract and in particular to pay all costs incurred as a result of use by any person of the Services 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 details on the front page of the Contract, 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 Services 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 Services, Questel may, if it deems fit, terminate the Contract without prejudice to any other remedies.

2.4. Suspension of access to Software Services

In the event where the Customer does not comply with the Contract, Questel reserves the right to use the legal defense of non-performance and, as a result, suspend access to the Services, 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.

Customer Initials: _____



3. MODIFICATIONS OF THE SCOPE OF THE CONTRACT

3.1. Addition of Users, Services or other parameters

At the Customer's written request, Users, Services may be added to the Contract, or any other parameters of the Order Form may be upgraded if the Customer complies with the present general terms and conditions and if those additions are made by means of a written amendment signed by both parties, which will detail their perimeter and their price. The Users, Services or parameters thus added will have the same renewal dates as those provided for in the Contract. The Customer will be initially charged an amount calculated on a pro rata basis until the end of the then-current Initial Period or Renewal Period.

Any changes that substantially modify the Contract scope (ex: merger or acquisition) must be notified by the Customer to Questel that will re-examine the contractual conditions (in particular the fees) applicable to the Services Access.

3.2. Evolution of Software Services

The Customer acknowledges that Questel reserves the right to develop or modify the Services. 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 Services 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 Service, the Customer will be informed with six (6)-month notice or, in the case of Services 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 Services.

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 Contract, the Customer acknowledges that Questel is the sole owner of the intellectual property rights on the various components of the Services (software, graphical interface, database, ...), either originally or under rights Questel holds in agreement with third-party producers.

The Customer undertakes to use all or part of the Services 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 of the Contract. Customer shall refrain from disseminating, resending, communicating, duplicating or reselling the information contained in the Services (the "Information") to third parties, outside the terms of the Contract. Customer hereby grants to third-party databases suppliers the right to enforce or assert the provisions of the present paragraph on their own behalf.

The intellectual property rights in the Information and any hard copy or visual representation of Information obtained from the Services 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 Services, 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 Services.

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

Questel grants to the Customer, in exchange for payment of the fees and charges established in this Contract, the non-transferable and non-exclusive right to access and use the Services, ticked in the Order Form, for its internal use, in order to (i) consult the databases of such Services, (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 Contract, 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 Services 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 Services.

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

It is forbidden to:

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

If the Customer does not comply with these prohibitions, Questel reserves the right to terminate the Contract immediately, without prejudice to any other remedy.

The obligation to quote Questel (© Questel) as the data provider applies to the Customer, to any public presentation using data from the Services. The rights granted under the Contract 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 Services 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 Services to use their features for any purpose other than the use permitted in this Contract.

The Customer acknowledges that upon the expiration or termination of the Contract, for any reason whatsoever, any right to access and use the Services will be terminated immediately. The Customer therefore declares that it will immediately: (i) cease making any use whatsoever of the Services; (ii) take all necessary steps to ensure that no User continues to use the Services in any manner whatsoever.

Customer Initials: _____



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 CONTRACT

The Initial Period of this Contract shall commence on the Effective 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. Thereafter, this Contract 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 GENERAL TERMS AND CONDITIONS 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 ESSENTIAL AND DECISIVE FOR QUESTEL.

7. FINANCIAL TERMS

7.1. Billing

Questel shall invoice the Customer for all the Services subscribed by Customer, 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 thirty (30) days after the date of invoice 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 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 is less, as well as a fixed legal indemnity of forty euros (40 €) for collection costs. 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. Modification of prices

Questel may adjust the Software Services fixed fee on each Renewal Period. Beyond an annual increase of five percent (5%) for equivalent Software Services scope, if the Customer considers that such a modification is unacceptable, the Contract may be immediately terminated by the Customer by written notice sent to Questel by registered letter with acknowledgement of receipt within the first thirty (30) days of the Renewal Period. The mere fact of continuing to use the Software Services beyond this thirty (30)-day period will be deemed a final acceptance by the Customer of the price change.

8. LIMITATIONS OF WARRANTIES AND LIABILITY

8.1. ABSENCE OF WARRANTY

QUESTEL DOES NOT GRANT ANY WARRANTY, EXPRESS OR IMPLIED, RELATING TO THE SERVICES, 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 SERVICES 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 SERVICES 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 SERVICES 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 SERVICES 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 SERVICES WHICH MAY BE COMMITTED BY UNAUTHORISED 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 SERVICES.
- THAT IT IS ONLY RESPONSIBLE FOR ITS INTERNET ACCESS. ANY EFFECT THAT THE INTERNET ACCESS PROVIDER USED BY THE CUSTOMER SHOULD HAVE ON THE SERVICES, AND IN PARTICULAR THEIR AVAILABILITY OR THEIR RESPONSE TIME, WILL NOT BE TO THE RESPONSIBILITY OF QUESTEL.

Customer Initials: _____



Questel

8.2 LIMITATION OF LIABILITY

QUESTEL WILL NOT BE HELD RESPONSIBLE 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 SERVICES,
- (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 SERVICES, 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 SERVICES OR BY MEANS OF ANY OTHER SOFTWARE SERVICES OR PROFESSIONAL SERVICES 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 SERVICES 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 SERVICES 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 SERVICES AND UNDERTAKES:

- (A) TO USE THE SERVICES 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 SERVICES PROVIDED BY THIRD PARTIES, QUESTEL MAKES NO WARRANTIES OF ANY KIND CONCERNING THE CONTENT AND AVAILABILITY OF THE SOURCES OF INFORMATION PROPOSED BY THESE SERVICES. CUSTOMER DISCLAIMS ANY REQUEST OR ACTION AGAINST QUESTEL FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER FOR THE POSSIBLE UNAVAILABILITY OF SUCH SERVICES PROVIDED BY THIRD PARTIES.

8.3 CONVENTIONAL LIMITATION PERIOD - LIABILITY CEILING

WITHOUT PREJUDICE TO THE APPLICATION OF ANY OTHER CONTRACTUAL STIPULATION, ANY PROCEEDINGS RELATING TO THE SERVICES OR TO THE CONTRACT 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 SERVICES DURING THE PAST TWELVE (12) MONTHS.

9. PERSONAL DATA

9.1 Protection of Personal Data

9.1.1 Customer files and prospecting files

The Personal Data entered by the Customer (Including Users) to access the Services 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 Services.

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

Personal Data are intended for the authorized personnel of the administrative, commercial, marketing, IT, helpdesk and prospecting departments of Questel, for the services in charge of inspections (auditor, internal control service), for the authorized personnel of the subcontractors, for the judicial officers and public officers as part of their debt recovery mission.

Users' Personal Data are kept for the duration necessary for a limited duration covering as a minimum 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" accessible on its website www.questel.com.

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.

9.1.2 Data entered by the Customer into the Services

Users have the possibility to write comments and insert data into the Services 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.

In accordance with the applicable laws, these cookies are exempted from the need for the collection of prior consent.

10. TERMINATION

If one of the parties breaches a provision of the Contract 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 Contract by right, without prejudice to any other remedy.

Customer Initials: _____



Questel may also unilaterally terminate the Contract with immediate effect, 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 Contract.

VERY IMPORTANT: with regard to a possible termination of the Contract, the Customer must at all times ensure to save his own documentation that he inserted into the Services. At the end of the period of access to the Services, 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 Contract, to save the documents resulting from the Services which he deems necessary for his professional activity.

11. 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 Contract.

12. ENTIRE AGREEMENT - MISCELLANEOUS

This Contract constitutes the entire agreement of the parties and supersedes any prior proposal, agreement or contract between the parties with respect to the subject hereof. The Contract shall be definitively concluded upon approval and signature by the parties.

If a provision of the Contract 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 Contract and if the other party does not exercise its rights under the Contract in the event of a breach, this would not be considered as a waiver of these rights and could not be a waiver of any subsequent breach.

13. DOCUMENTATION

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

14. APPLICABLE LAW - ATTRIBUTION OF JURISDICTION

The Contract is governed by French laws. To the extent possible, Questel and the Customer will search for an amicable solution to any dispute which may arise between them in relation to the performance of the contract. In the absence of an amicable agreement, the dispute will be brought before the tribunal de commerce of Paris.

SPECIAL CONDITIONS

These Special Conditions are in addition to the General Conditions of the Contract. In case of conflict or difficulty of interpretation, the Special Conditions prevail. The Special Conditions apply as long as they are not expressly modified or deleted by written amendment signed by the parties. In particular, it is specified that the updating of the General Conditions of the Contract will not have any impact on the validity of the Special Conditions.

- > The section 5.2. Professional reference is deleted:

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.

- > The section 7.3. Modification of prices is deleted:

Questel may adjust the Software Services fixed fee on each Renewal Period. Beyond an annual increase of five percent (5%) for equivalent Software Services scope, if the Customer considers that such a modification is unacceptable, the Contract may be immediately terminated by the Customer by written notice sent to Questel by registered letter with acknowledgement of receipt within the first thirty (30) days of the Renewal Period. The mere fact of continuing to use the Software Services beyond this thirty (30)-day period will be deemed a final acceptance by the Customer of the price change.



APPENDIX 1: DESCRIPTION OF THE SERVICES

1. Orbit Intelligence

Orbit Intelligence is a research, analysis, monitoring and information sharing Service based on IP databases provided by Questel.

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

The maximum number of analysed patent families and the maximum number of patent families for each saved analysis depend on the level of the subscribed Service(s):

Level	Maximum number of analysed patent families	Maximum number of patent families for each saved analysis
Bronze	N/A	N/A
Silver	100,000	15,000
Gold	300,000	20,000
Platinum	2,000,000	30,000

The Customer can save the analytical rules that it sets up, as well as the results of analyses that it conducts. The analyses resulting from algorithmic processing and being carried out based on data provided in particular by the industrial property offices, no guarantee is given as to their accuracy, completeness or reliability.

2. Optional Modules of Orbit Intelligence

Optional Orbit Intelligence Modules may be subscribed provided that the Customer has subscribed to Orbit Intelligence.

a. Alert Module

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 Intelligence databases. A notification will be sent to a Customer established e-mail address(es) for all new records that match the search criteria.

The maximum total number of Alerts is defined in the Contract. In addition, each Alert may not exceed a maximum number of one thousand (1,000) records per week. If either of these two limits is exceeded, the Customer must as soon as possible:

- either delete or modify Alerts to comply with these limits;
- negotiate with Questel the conditions for increasing these limits.

In the event that the Customer fails to perform any of the above actions, Questel reserves the right, five (5) days after notification by Questel to the Customer, to take all necessary measures to bring Customer Alerts within subscription limits, including modification or deletion of Customer Alerts.

b. Workfiles Module

The Workfiles Module allows the Customer to retain, share and store documents in a dedicated space:

- either from the results of its searches or alerts, extracted from Orbit Intelligence databases.
- or drafted by the Customer and / or owned by him. The Customer undertakes not to include in the Workfiles Module and more generally in Orbit Intelligence any document or information contrary to the law or violating the rights of third parties.

The Workfiles Readers have a read-only access to the documents contained in the Workfiles.

The total maximum number of documents stored in the Workfiles Module is defined in the Contract. If such maximum number is exceeded, the Customer will:

- Either delete documents stored in excess of such maximum number;
- Or negotiate an amendment with Questel defining a new maximum number and the related fee.

In the event that the Customer fails to perform any of the above actions, Questel reserves the right, five (5) days after notification by Questel to the Customer, to take all necessary steps to bring the Workfiles Module within subscription limits, and in particular to delete documents resulting from search results or Customer alerts.

Questel will make its best efforts to keep the Workfiles Module data in a complete, secure and confidential manner. Questel cannot be held responsible for any direct or indirect damage suffered by the Customer due to loss of data, use of data or damage to data.

The Customer's attention is drawn to the fact that it must export itself, for backup purposes, on the medium of his choice, any document, annotation and / or information, contained in the Workfiles Module of which it wishes to keep a copy, including at the end of the access period to this Module (whether due to non-renewal of the Module or of the Contract or due to termination of the Contract). At the end of such access period, Questel cannot be held responsible for returning any data whatsoever. However, for a period not exceeding two (2) months beyond the end of this access period, the Customer may ask Questel about a possible delivery of this data, subject to the payment of archival search fees, being expressly said that no guarantee is given by Questel on the possible effective delivery of these elements, which Questel is intended to destroy.

c. Patent Licensing agreements

This Module allows the Customer to view license agreements linked to one or more patents and is developed, supplied and maintained by an independent third party in contractual relationship with Questel.

d. US IP Litigation

This Module allows the Customer to search in a United States patent litigation database, developed, supplied and maintained by an independent third party (supplier) in contractual relationship with Questel. Any use by the Customer that infringes the copyright or other intellectual property rights of the supplier is prohibited. The IP Litigation Module information is provided "as is" and "as available".

e. Chemistry Module

The Orbit Intelligence "Chemistry" option permits to search for normalized chemical names, structures and sub-structures, either as names or as drawn molecules using the dedicated sketcher. Molecules are highlighted in the search results and their structure is displayed.

Customer initials: _____



3. Stand-alone Services

The Stand-alone Services may be subscribed independently of any other Service subscription.

a. Orbit Webmonitor

Orbit Webmonitor Service is defined as a software platform, developed, supplied and maintained by an independent third party, in contractual relationship with Questel, enabling the Customer to define automatic alerts to monitor, manage and disseminate web-based information sources in specified economic and scientific fields ("Source Package").

If the Intellixir Service has been selected in the Order Form, the export of the data in a format and channel compatible with the Intellixir Service is included in the Orbit Webmonitor Service for up to 10,000 documents at the same time.

b. Legal Status Monitor

A Legal Status Monitor alert is defined as an automatic alerting service on the legal status of patent applications or publications.

If the maximum number of monitored patents defined in the Order Form is exceeded, the Customer must:

- Either delete monitored patents in excess of such maximum number;
- Or negotiate an amendment with Questel defining a new maximum number and the related fee.

In the event that the Customer fails to perform any of the above actions, Questel reserves the right, five (5) days after notification by Questel to the Customer, to take all necessary measures to bring the Customer's number of monitored patents within subscription limits, including modification or deletion of Customer Alerts.

c. Research Disclosure

Research Disclosure is a research Service in a database of defensive inventions publications managed and maintained by the Questel Group.

d. Intellixir

Intellixir is a patent and scientific literature analysis Service for the innovation searches and competitive intelligence, based on data provided by the Customer. Customer assumes responsibility for the selection and the manner in which it obtained the said data, its origin, the processing mode of its content, and the results of the requests for processing these contents.

The Customer warrants Questel against any dispute that may be raised by a third party as a result of acts of use and dissemination of information derived from the use of the Intellixir Service on any legal basis, such as intellectual property rights, breach of confidentiality, liabilities based on parasitism or unfair competition, deceptive commercial practice, etc.

Intellixir includes a user management system proposing 8 levels of use, from 0 to 5, explained below:

- Levels 0 and 1: Reader: Read-only access: Dedicated to endusers, who cannot change the content of the projects.
- Levels 2 and 3: Analyst: Ability to add, to rate and to comment documents: Dedicated to Analysts, Scientific experts, Patent attorneys...
- Levels 4 and 5: Super-User: Ability to create new project and to manage users (level 5 requested): Dedicated to Information Professionals.

The Intellixir Service option "Chemical entities analysis" allows chemical entities to be displayed and indexed to help Users to browse, categorize and analyze documents based on that content. This option occurs through the Intellixir Service and is operated by an independent third party in contractual relationship with Questel.