

# Terms & Conditions for Licensing the FIZ PatMon Service

## 1. Services of FIZ Karlsruhe

FIZ Karlsruhe provides an online Patent Monitoring Service for its customers, FIZ PatMon. FIZ PatMon is a web-based tool for worldwide monitoring of patent rights facilitating customized monitoring in an intuitive interface. It is based on established INPADOC datasets, upgraded by additions and standardizations from FIZ Karlsruhe and hosted at FIZ Karlsruhe in Germany. In addition, FIZ PatMon provides links to selected patent registers operated by patent authorities.

## 2. Agreement/Provision of Password(s)

Generally, upon receipt of the customer's order of FIZ PatMon ("the Services") an agreement between FIZ Karlsruhe and the customer takes effect, and FIZ Karlsruhe will issue to the customer the account number, password(s) and loginID(s) required for using the Services.

## 3. Confidentiality and Data Protection

(1) Maintaining confidentiality of the Customer's password(s) and access authorizations is the Customer's responsibility and risk in his area.

(2) FIZ Karlsruhe uses appropriate efforts in its area of responsibility to ensure that information provided by the Customer and the contents of Customer's online searches will be treated strictly confidential. However, data transmission and data link between FIZ Karlsruhe and the Customer via a network are exclusively Customer's responsibility.

(3) The Customer's personal data are exclusively used for the purposes of performing this agreement, for billing the services used by the Customer, for customer liaison and support as well as telephone advice on how to use FIZ PatMon and for improving the product. Subject to Customer's approval the personal data are also used for sending product information. Within the scope of its contractual obligations FIZ Karlsruhe shall be entitled to store and process personal data of the Customer in electronic form.

## 4. Copyrights and Use Restrictions

(1) The Services, including the help texts and the application, are protected by copyright and ancillary copyright. All rights are held by FIZ Karlsruhe.

(2) Results delivered online or via e-mail are only for internal (own) use of the customer or within the customer's institution.

The customer must obtain FIZ Karlsruhe's specific written permission for any further use of results obtained for third parties, particularly for the transmission of results in electronic form or their distribution in hardcopy, e.g. sale, loan, license, or free of charge.

The customer must do his/her best efforts in preventing a theft or inadvertent illicit dissemination of the results. In such case he/she must promptly inform FIZ Karlsruhe and cooperate to defend such tortious acts.

## **5. Invoicing and Payment**

(1) FIZ Karlsruhe will invoice the license fee for using FIZ PatMon to the Customer upon communication of the access authorization.

(2) Initial Prices are those quoted in the price list valid at the time the initial order was placed. VAT as shown in the current price list will be charged in addition.

(3) If the license is prolonged for another period (see section 7.(1)), the prices as stated in the price list at the time of the beginning of the new license period shall apply.

(4) The amount billed is payable without deductions within 30 days from date of invoice. Default in payment arises when Customer fails to pay the due amount prior to or at maturity.

(5) If the amount due has not been fully paid within sixty (60) days from date of invoice, FIZ Karlsruhe shall be entitled to block Customer's online access.

(6) In the event that the Customer is in default of payment, FIZ Karlsruhe shall be entitled to charge an interest for default at the statutory rate of 9% above the prime rate.

## **6. Warranty and Liability**

(1) In the event of system-based failures impairing use of the Services, Customer shall be credited for such invoiced but impaired Services use. Any compensation in excess thereof shall be excluded.

(2) FIZ Karlsruhe shall use its best efforts to deliver correct information in the Services, however, it does not assume warranty and liability for completeness, accuracy and timeliness. The Services may contain links to other websites, e.g. patent registers. These websites are operated by third parties, for which FIZ Karlsruhe cannot be held responsible.

(3) FIZ Karlsruhe will only be liable for damage caused by wilful intent or gross negligence attributable to FIZ Karlsruhe, its legal representatives or persons employed in performing its obligations, except for damages resulting from breach of essential obligations of the contract. In such cases, FIZ Karlsruhe's liability is limited to damages caused as a typical and foreseeable consequence of the breach of contract. Liability for damages to life, body and health as well as liability according to the Product Liability Act remain unaffected. FIZ Karlsruhe will not assume any warranty or liability for damages caused by force majeure.

(4) FIZ Karlsruhe disclaims any liability for damage incurred by the Customer as a consequence of improper use or loss of the customer's access authorization. In this context, FIZ Karlsruhe particularly warns of the risks involved in transmitting such information via the Internet, because the currently available security technologies or procedures cannot guarantee best security.

(5) The information contained in the help texts concerning information contents and functions is to illustrate the usage possibilities; it is not to be viewed as providing a legally binding assurance of certain characteristics of the Services.

## **7. Duration and Termination of Agreement**

(1) The License Agreement for using the Services is concluded regularly for a one year period, as stated in the Customer's order. The License Agreement will be prolonged automatically for another one year period unless terminated by either party upon written notice to the other party not later than sixty (60) days prior to the end of the agreement period.

(2) Moreover, FIZ Karlsruhe shall be entitled to terminate the agreement forthwith without notice if the customer commits a material breach of this agreement, in particular, if the customer fails to pay his invoices, though reminded.

(3) When termination becomes effective, the customer's access authorization(s) will be blocked.

(4) After termination of the agreement the customer shall continue to observe the copyright terms pursuant to section 4(1).

## **8. Final Clauses**

(1) The place of performance is the headquarters of FIZ Karlsruhe, both for the customer and FIZ Karlsruhe.

(2) Any Customer's terms and conditions are not applicable.

(3) In case of disputes arising from this agreement, actions shall be brought before the court of jurisdiction at Karlsruhe, if the customer is a merchant, a legal person under public law, or a federal special fund under public law. This agreement shall in all cases be governed by German laws whereby the United Nations Convention on Contracts for the International Sale of Goods Law (UNCITRAL) is excluded.

April 2018