

Questel's standard Terms & Conditions

Patent Services V202506

1. Purpose – standard Terms and Conditions of Services

The standard terms and conditions set forth herein (the "Terms and Conditions") govern all Patent Filing, EP Grant and Validation, Patent Translation and Opt-out services (the "Patent Services") that Questel and its Affiliates ("Questel") provides to you (the "Client") (along with Questel, the "Parties" and individually referred as to the "Party"). Unless the Parties have executed a separate agreement, all Patent Services performed by Questel shall be governed by these standard Terms and Conditions, which prevail over any other general or specific conditions emanating from Client that, in the absence of prior written acceptance, are not enforceable against Questel regardless of the time at which they may have been brought to its attention. These standard Terms and Conditions are hereby incorporated by reference into each Work Order. In the event of any conflict or inconsistency between these standard Terms and Conditions and any Work Order, these standard Terms and Conditions prevail.

2. Definitions

"Additional Fees" shall mean all extra costs, out of pocket and expenses that could arise during the course of performance of the Services by Questel such as certified documents; notarization and legalization; affixation of an Apostille; courier services. Those are charged as incurred.

"Affiliates" shall mean any corporation, association or other entity that directly or indirectly controls, is controlled by or is under common control with the Party in question. As used in this definition, the term "control" shall mean having the power to direct or cause the direction of the management and policies of an entity, whether through direct or indirect beneficial ownership of more than 50% of the voting or income interest in such corporation or other business entity.

"Agent(s)" shall mean patent/design/trademark attorneys, law firms and other external service providers which have jointly been selected by Client and Questel to execute part of the Services.

"Bar Date" shall mean the last date upon which a Patent Application claiming priority from the applicable priority application can be filed, without losing rights.

"Data Processor" and **"Personal Data"** shall have the meanings ascribed under the General Data Protection Regulation (EU) 2016/679 ("GDPR").

"EP Grant" shall mean any European Application that Client or Client's Agent has instructed Questel to perform EP Grant Services on behalf of Client.

"EP Grant Services" shall mean those administrative services provided by Questel based upon the receipt of a of a Work Order containing Communication under Rule 71(3) EPC or Rule 82(2) and instructions from Client and/or from Client's Agent; such services shall include procuring any necessary translations of claims set forth in Communication under Rule 71(3) EPC or Rule 82(2), having Questel's European Agent take over representation before the European Patent Office ("EPO"), filing the required translation of claims, paying all applicable Official Fees to the EPO, and providing Client with a filing notification and any tracking and follow up correspondence required.

"EP Validation" shall mean any European Application that has received a Decision to grant a European patent pursuant to Article 97(1) EPC or Article 101(3) EPC and for which Client or Client's Agent has instructed Questel to perform EP Validation Services on behalf of Client.

"EP Validation Services" shall mean those administrative services provided by Questel based upon the receipt of a of a Work Order containing the application number or patent number of the European Application and instructions on the countries in which to validate from Client or Client's Agent; such services shall include procuring any necessary translations, having Questel's European Agents complete the validations in all applicable PTO, providing Client with a filing notification and any tracking and follow up correspondence required.

"European Application" shall mean any patent application filed with the EPO, for which the Communication under Rule 71(3) EPC or Rule 82(2) EPC has issued, and which is submitted to Questel for EP Grant Services and/or EP Validation Services and/or for Opt-out Services.

"European Patent" shall mean any patent granted under the provisions of the European Patent Convention, which does not benefit from unitary effect by virtue of Regulation (EU) No 1257/2012, and which is submitted to Questel for Opt-out Services.

"Filing Documents" shall mean all applicable documents required by Questel from Client or Client's Agent for the purpose of filing Patent Applications.

"Foreign Agent" shall mean the patent/design/trademark attorney or agent Client has designated as the entity that will conduct Patent prosecution on its behalf for a Corresponding Application filed in a selected country.

"Official Fees" shall mean the fees, if any, charged by Patent and Trademark Offices for the management of IP assets registries, and which are out of control of Questel. Those may vary depending on rates set by the national PTO and exchange rates fluctuations.

"Opt-out Services" shall mean those administrative services provided by Questel based upon the receipt of a Work Order and instructions for Opt-out from the Client; such services include having Questel's Agents lodging an application before the UPC to:

- opt-out;
- withdraw an opt-out;

and providing the Client's with an Official Case Number from the UPC.

"Patent(s)" shall mean patents and patent applications which are subject to a Work Order.

"Patent Application" shall mean any patent application that Client or Client's Agent has instructed Questel to perform Patent Filing Services on behalf of Client.

"Patent Filing Services" shall mean those administrative services provided by Questel based upon the receipt of a Work Order and Filing Documents from Client and/or from Client's Agent; such services shall include procuring any necessary translations of Patent Applications, having Questel's Agents or Client's Agents file Patent Applications in all applicable PTO, providing Client's Agents with the documents necessary for prosecution of the application, providing Client with a filing notification and any tracking and follow up correspondence required.

"PTO" or **"Patent and Trademark Offices"** shall mean patent and trademark offices or other authorities responsible for the management of IP rights.

"Questel" shall mean QUESTEL-ORBIT, INCORPORATED, a company organized under the laws of the State of Delaware with its principal place of business at 4001 S 700 East, Suite 500, Salt Lake City, UT, 84107, US, if the Client is located in the United States of America. In all other cases, "Questel" shall mean Questel SAS, a company organized under the laws of France with its registered office at 23 rue d'Antin, 75002 Paris, France. The applicable contracting entity shall be determined based on the Client's principal place of business or residence, as indicated in Client's registration information. All references to "Questel" in these standard Terms and Conditions shall be interpreted accordingly.

"Rush Fees" shall mean, (i) for Patent Filing Services and EP Grant and Validation Services : the fees charged to Client in the event the Work Order and/or instructions are received from Client or Client's Agent fourteen (14) days or less prior to the Bar Date or the date of filing indicated by Client or Client's Agent; and (ii) for Translation Services : the fees charged to Client in the event a quicker turnaround time is requested by Client to perform the translation services.

"Service Fees" shall mean the professional fee for the Services performed by Questel.

"Supplementary Protection Certificate or SPC" shall mean any supplementary protection certificate granted under Regulation (EC) No 469/20091 or under Regulation (EC) No 1610/962.

"Translation Services" means translating, reviewing, editing, and revising a document according to Client instructions and specifications.

"Unified Patent Court or UPC" shall mean the international court set up by 25 of the participating EU Member States to deal with the infringement and validity of both Unitary Patents and European Patents.

“Work in Progress Service Fees” shall mean the fees charged to Client in the event of a cancellation of a Work Order already processed by Questel prior to completion of the Services.

“Work Order(s)” shall mean any and all applicable written requests or orders, in a format mutually agreed between the Parties, which includes Client’s documents and instructions required and received by Questel from Client or Client’ counsel, and where applicable confirmed by Questel, for the purpose of providing the Services. Work Orders represent an integral part of these standard Terms and Conditions;

“Work Order Confirmation” shall mean Questel’s written confirmation to Client of receipt of an individual Work Order.

3. Workflow

Questel agrees to perform for the benefit of Client the Services described in these standard Terms and Conditions and related Work Orders. The obligation of Questel to perform Services shall begin upon receipt of the Work Order by Questel or upon Questel’s Work Order Confirmation, where required. Questel shall confirm or reject Work Orders without undue delay. Work Orders shall only be rejected for good cause.

4. Term and termination

These standard Terms and Conditions shall apply until all the obligations of the Parties under any Work Order are completed. Either Party may terminate these standard Terms and Conditions:

- for a material breach that has not been cured by the breaching Party within thirty (30) days of written notice by registered mail with acknowledgement of receipt identifying such material breach.
- at any time for any reason, within thirty (30) days of written notice by registered mail with acknowledgement of receipt to the other Party, subject to its continued compliance with these standard Terms and Conditions set forth herein that survive any such termination.

After termination, these standard Terms and Conditions shall continue to apply with respect to Work Orders which were initiated prior to termination, until Services under such Work Orders are complete.

5. Confidentiality and information sharing

During the course of performance of the Services, it may be necessary for the Parties to disclose certain information relating to the disclosing Party’s business, operations, products and services, including but not limited to trade secrets, know-how, and the like in written, oral and/or electronic form, that the disclosing Party considers to be confidential and proprietary, and which relates to the Services provided hereunder (collectively “Confidential Information”). Except for the purposes of performing the Services, the Parties shall treat this Confidential Information as confidential and shall not use or disclose any such Confidential Information for a period of ten (10) years after the receipt of such Confidential Information, unless that Confidential Information is a trade secret, in which case it will remain confidential for as long as the disclosing Party maintains its secrecy. Each Party will use the same degree of care in protecting Confidential Information that it would use to protect its own Confidential information.

The foregoing obligations of confidentiality and non-use shall not apply to Confidential Information which (1) is in the public domain at the time of disclosure, (2) becomes part of the public domain after disclosure, except by breach of these standard Terms and Conditions or by breach of another agreement with another party protecting the same Confidential Information, (3) was in the receiving Party’s possession at the time of disclosure as demonstrated by written records and was not acquired directly or indirectly from the other Party or from any other party under an agreement of confidentiality protecting the same Confidential Information, (4) is received from a third party legally in a position to provide such Confidential Information, or (5) is required by law to be revealed. Any pricing, cost comparison data and/or procedures provided by Questel to Client shall be considered Confidential Information and shall not be disclosed to any third party. For the avoidance of doubt, the invoices Questel presents to Client for payment of Services rendered are not Confidential Information.

At the request and expense of the disclosing Party, the receiving Party will deliver or destroy all copies of the disclosing Party’s Confidential Information in its possession, except for a record copy to be retained for archival purposes for the sole purpose of documenting what was disclosed or as required by law.

6. Client’s obligations

Client shall ensure that its staff cooperates with Questel in respect to any action required from Client for the performance of the Services. Client shall respond promptly to any request by Questel to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Questel to perform the Services in accordance with the terms agreed to by the Parties. Client shall provide Questel with any additional materials or information as Questel may reasonably request to carry out the Services in a timely manner, and Client shall ensure that such materials or information are complete and accurate in all material respects. Client shall assume liability for the rights to the documents transmitted to Questel and ensure their use is permitted. In the event Client provides data that is inaccurate or data to which Client does not have rights, Questel shall not be held liable for any losses or damages to Client. Further, Client will indemnify and defend Questel from all liabilities (including reasonable attorneys’ fees) arising from or in connection with that data or document. Without prejudice to Client’s obligations to timely provide the information as required for the Services, Questel shall inform Client if it becomes aware of any error or inaccuracy. Questel will endeavor to inform Client of specific deadlines when requesting information from Client.

7. Subcontractors and Agents

Questel reserves the right to subcontract all or part of the Services requested by Client to a third party. Questel acknowledges that it has sole responsibility for compensating its agents, employees or sub-contractors.

8. Relationship of the Parties

The Services set forth herein shall be performed by Questel as an independent contractor and shall not create an employer/employee relationship between Client and Questel or its agents, employees or sub-contractors. Consequently, Questel or its agents, employees or sub-contractors shall not be entitled to receive any employee benefits which are made available by Client. Questel shall not have actual, apparent, or implied authority to bind Client to any obligation whatsoever. Nothing contained in these standard Terms and Conditions shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

9. No legal services

Questel is an intellectual property services provider. Questel is not offering legal advice to Client, and Client shall not solicit legal advice from Questel.

10. Payment terms

All prices are stated exclusive of tax. In addition, all duties and taxes applicable to such prices will be invoiced at the rate applicable on the date they come into force. All payments must be made by wire transfer and in the currency specified in the invoice, within thirty (30) days from date set forth on the invoice. Upon Client request, Questel may use Client’s e-billing platform, at Client’ sole cost. Client is responsible to provide the necessary means to allow Questel to access this platform. Questel’s access to the platform should be made available by Client no later than fifteen (15) days after the start of the Services. All Questel invoices are due within the time period indicated on the invoice, whether or not they have been successfully uploaded to Client’s platform. In the event Client fails to pay within the terms provided herein, Questel shall have the right to assess a five percent (5%) penalty on the amount due and access a compounding interest charge of one percent (1%) per month so long as payment is withheld. Client shall reimburse Questel for any sales or use taxes or other similar taxes or government assessments or duties or tariffs relating to these standard Terms and Conditions. This does not apply to federal, provincial, state, or other taxes owed or payable by Questel based upon Questel’s income or assets.

Questel reserves the right to adjust its prices at any time after the 12 months from the first Work Order issued by Client, for equivalent scope of Services. Beyond an annual increase of five percent (5%) for equivalent Services scope, if Client considers that such a modification is unacceptable, these standard Terms and Conditions may be immediately terminated by Client by written notice sent to Questel by registered letter with acknowledgement of receipt within the first thirty (30) days from receipt by Client of Questel’ notice informing of the price change. The mere fact of continuing to use the Services beyond this thirty (30) days period will be deemed a final acceptance by Client of the price change.

11. Warranties and Representations

- 11.1.** Questel agrees to diligently perform the Services requested by Client. Questel represents and warrants to Client that (i) he Services will be performed by qualified staff of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and (ii) Questel shall devote adequate resources to meet its obligations in providing the Services, Questel reserves the right to replace at any time one or more employees carrying out the project work for Client, and (iii) it has the authority to enter into these standard Terms and Conditions,
- 11.2.** Client represents and warrants to Questel that (i) it has the right to provide all information disclosed by Client to Questel hereunder for the purposes set forth under these standard Terms and Conditions, and (ii) it has the authority to enter into these standard Terms and Conditions,.

- 11.3. Except as expressly provided above, neither Questel nor any of its Affiliates or representatives makes any representations or warranties, express or implied, with respect to the Services, including without limitation any warranty of fitness for a particular purpose or non-infringement, and all such other representations or warranties are hereby expressly disclaimed.

12. Data Protection

Client and Questel acknowledge that Questel may receive Personal Data in connection with the provision of the Services. Client represents and warrants that it has obtained and disclosed Personal Data to Questel in compliance with Data Protection Laws applicable to Client. Questel shall comply with the Data Protection Laws applicable to Questel in its role as a service provider. Questel is not responsible for complying with Data Protection Laws applicable to Client or Client's industry. The collection of Client's Personal Data is mandatory and necessary to identify Client that subscribed to the Services, to enable Questel to manage its client portfolio and to follow up on performance of the Services. "Data Protection Laws" means all data protection laws applicable to the processing of Personal Data under these standard Terms and Conditions, including local, state, national and/or foreign laws, treaties, and/or regulations, laws of the European Union and the European Economic Area, and in particular the GDPR. All capitalized terms not defined in this section shall have the meaning provided in the GDPR. With respect to the Services, Client is a Data Controller and Questel is a Data Processor of the Personal Data provided to Questel in connection with the provision of the Services. The subject matter, nature and purpose of Processing, the types of Personal Data Processed, and the categories of Data Subjects are included in these standard Terms and Conditions, any separate service agreement, if applicable, or any associated Work Order or scope of work. The duration of the Processing shall be for the term of the performance of the Services. Questel shall Process Personal Data in accordance with and only to the extent required by Client's reasonable instructions. When required by the GDPR, Questel will comply with the requirements to safeguard Personal Data when it Processes Personal Data outside of the European Economic Area in a country not recognized by the European Commission as providing an adequate level of data protection. Questel shall implement appropriate technical and organizational measures designed to protect Personal Data against unauthorized access or disclosure or accidental or unlawful destruction, loss, or alteration. Such measures shall be appropriate to (i) the size, scope, and type of Questel operations; (ii) the type of Personal Data that Questel will Process; and (iii) the need for security and confidentiality of such Personal Data. Questel shall notify Client without undue delay in the event of a Personal Data Breach of Personal Data or if it receives a Data Subject request related to the Personal Data. Client is responsible for responding to Data Subject requests. Client 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 in writing to the Data Protection Officer ("DPO"), including at the following address: dpo@questel.com. Client have also the right to lodge a complaint with the relevant supervisory authority. Upon termination of the Services, Questel shall, at Client's option, destroy or return all Personal Data to Client and delete existing copies unless applicable law requires storage of the Personal Data. In such case, Questel shall continue to ensure the confidentiality and security of all such Personal Data.

13. Force Majeure

Questel shall not be liable or responsible to Client, nor be deemed to have defaulted or breached these standard Terms and Conditions, for any failure or delay in fulfilling or performing any term of these standard Terms and Conditions when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Questel including, without limitation, flood, tsunami, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lock-outs, embargoes, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage ("Force Majeure Event").

14. Export restriction

Questel agrees that it shall not knowingly export or re-export, directly or indirectly, any information generated hereunder in violation of any governmental regulations which may be applicable, including the Export Administration laws and regulations. Client shall notify Questel in writing of the information subject to export control and appropriately mark any such information. Client shall indemnify, defend, and hold Questel harmless for the consequences of any export control violation in which Questel was not appropriately notified and projects were not clearly identified and marked. No law of conflicts or choice of law shall supersede this provision.

15. Law and jurisdiction.

These standard Terms and Conditions shall be governed by and construed in accordance with the laws of, and any disputes shall be subject to the exclusive jurisdiction of, the courts of the location applicable to the contracting entity defined as Questel in these standard Terms and Conditions.

16. Miscellaneous

- 16.1. **Severability.** In the event any portion of these standard Terms and Conditions is declared void by a court of competent jurisdiction, then that portion shall be deemed severed from these standard Terms and Conditions and the remaining portion hereof shall remain in full force and effect.
- 16.2. **Integration and no oral modifications.** These standard Terms and Conditions constitute the entire agreement between the Parties with respect to the subject matter hereof. These standard Terms and Conditions may not be amended by either Party, unless such amendment is in writing and signed by both Parties. Nothing herein shall be construed to amend or supersede any other service agreement or other agreement in effect between Questel or any of its Affiliates and Client relating to any service offering other than Services subject to these standard Terms and Conditions.
- 16.3. **Audits rights.** With reasonable prior notice and during normal working hours, Questel shall have the right to periodically review Client and/or its Affiliates' operations, processes and systems insofar as they relate to the provision of Services by Questel for the purpose of monitoring Client and/or its Affiliates' compliance with the Terms and Conditions set forth herein. Such reviews shall not relieve the Client and/or its Affiliates from their responsibilities to ensure and monitor compliance with all Terms and Conditions set forth herein.
- 16.4. **Assignment.** These standard Terms and Conditions are not assignable by either Party unless as part of a sale of the majority of the Party's applicable business.
- 16.5. **Waiver.** Unless otherwise noted, no failure on the part of any Party to exercise, and no delay in exercising, any right, power or privilege under these standard Terms and Conditions shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under these standard Terms and Conditions or any other agreement preclude any other or further exercise hereunder of any other right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.
- 16.6. **Precedence.** These standard Terms and Conditions shall supersede any and all pre-printed terms on any purchase order, invoice, or other related documents provided by either Party with respect to the Services hereof. In the event of a conflict between these standard Terms and Conditions and any other terms, the standard Terms and Conditions set forth herein shall control.
- 16.7. **Compliance.** Client represents and warrants it will, at any time during the business relationship, comply with the requirements set forth in Annex 1 of these standard Terms and Conditions.
- 16.8. **Rights and licenses.** No other rights or licenses are granted under these standard Terms and Conditions.
- 16.9. **Language.** These standard Terms and Conditions are drawn up in English. It may be translated in other languages for convenience purposes. In case of a conflict with the translated version, the English version shall prevail.
- 16.10. **Notice.** All notices hereunder shall be in writing and shall be effective upon receipt. Notice hereunder can be delivered by hand delivery, e-mail, facsimile, first class mail or courier service provided there is applicable proof of receipt by the notified Party at Questel's contact: legal@questel.com

With respect to Patent Filing and EP Grant and Validation Services, the following standard Terms and Conditions apply in addition to the above:

Services

During the term of the business relationship, Client or Client's Agent shall provide Questel with instructions to provide Patent Filing Services and/or EP Grant and Validation Services. Questel agrees to comply with all regulations and laws applicable to Patent Filing Services and/or EP Grant and Validation Services being performed under these standard Terms and Conditions. Further, Questel shall inform any Questel's employees or other service providers providing services to or on behalf of Questel that they must abide by such regulations and laws. Questel shall complete all Patent Filing Services and/or EP Grant and Validation Services prior to any applicable Bar Date and shall be liable as set forth below, however, in the event the Work Order and/or Filing Documents are not received from Client or Client's Agent at least two (2) weeks prior to the Bar Date, Questel shall not be responsible for any losses resulting from a non-timely filing. Questel shall not be responsible for any losses resulting from a filing that is improperly received or processed by the applicable PTO, and any charges associated with correcting such improper filing caused by a patent office shall be paid by Client, including any Questel services, which shall be charged at \$100 USD per hour. In the event Client instructs Questel to cancel a filing instruction prior to completion of Patent Filing Services, Client agrees to pay Work in Progress Service Fees for the work done until receipt of Client's cancellation instruction.

Limitation of liability

With regard to Patent Filing Services and EP Grant and Validation Services, Client hereby acknowledges and agrees that:

- Questel is providing purely administrative services for Client and Questel's sole responsibilities are Patent Filing Services and/or EP Grant and Validation Services and/or IP Cost Management Services;
- Questel shall not review the subject matter of any Patent Application during the performance of Patent Filing Services and/or EP Grant and Validation Services hereunder, whether for the purpose of correcting said subject matter or for the purpose of rendering legal advice or otherwise, and accordingly Client shall hold Questel harmless for any claims relating to any incomplete or incorrect subject matter in Patent Applications;

- Client shall hold Questel harmless from any claims resulting from Client's Agent or Client's failure to provide all Filing Documents or proper Work Order with confirmation; and
- Questel may provide Patent Filing Services and/or EP Grant and Validation Services and/or IP Cost Management Services for direct or indirect competitors of Client and Client agrees that such services shall not be considered a conflict of interest.

Questel agrees to abide by the obligations outlined in these standard Terms and Conditions with respect to the Patent Filing Services and/or EP Grant and Validation Services and shall be liable for direct damages suffered by Client as a result of Questel's non-compliance with its responsibilities hereunder. In the event that an intellectual property right is lost due to an act or omission of Questel, Questel shall, to the extent of its action or omission, be liable for reasonable costs involved with reviving such intellectual property right. The aggregate liability of Questel to Client shall not exceed the professional liability insurance maintained by Questel.

Compensation

Charges for Services shall include: i) Service Fees, ii) Official Fees and iii) any Additional Fees.

Questel shall invoice Client on a monthly basis at the date of receipt of a Work Order, and not the filing date of the Patent Application or upon completion of the EP Grant Services or the EP Validation Services, during the applicable invoicing month. The invoice shall include estimated Official Fees for each Patent Application and/or each EP Grant and Validation. Official fees may vary, depending on rates set by the Patent and Trademark Offices and exchange rate fluctuations. If the amount of Official Fees paid by Questel on behalf of Client significantly differs from the estimated amount, the difference will be credited/charged to Client.

With respect to Patent Translation Services that are not included in the previous Patent Services, the following standard Terms and Conditions apply in addition to the above.

Services

Questel agrees to provide the Translation Services outlined in the corresponding Work Order. Questel shall perform the Services in accordance with the standards of care and diligence ordinarily exercised by a skilled translator or interpreter in performing services of a similar nature. Client understands and acknowledges that language translation, interpretation, editing, proofreading, formatting, and other services may vary depending on differences of nationality and region, in dialect and colloquialisms, and in meaning, nuance and usage that do not translate precisely from one language to another, and Questel will not be held liable for these variations in word choice. Client also acknowledges that certain terms and terminology particularly used in specialized activities or among specialized groups (i.e., medicine and various scientific specialties) may involve the use of technical terms where meanings, implications, and nuances may vary from locale to locale.

Client will provide Questel with the text to be translated and any accompanying reference material or other Client documents necessary for completion of the translation project. Client represents and warrants that (i) Client owns or has obtained all necessary rights, title and interest, in and to the material to be translated or otherwise worked on by Questel, including and without limitation all applicable copyrights, trademarks or service marks, or licenses thereunder, with respect to written materials or designs; the rights and titles for film and audio productions; and any necessary patent rights or license thereunder with respect to technical materials, and that (ii) neither the translation, interpreting nor other Service to be performed by Questel with respect to such materials, or any copying in connection therewith, will infringe or otherwise violate the rights of any third parties. Client shall indemnify and hold Questel harmless from and against (i) any claims of any person or entity arising in connection with any challenge to Client's rights to, or use of, the materials, any allegation or infringement or violation of a third party's rights, or any other circumstances calling into question the accuracy or truth of Client's representations and warranties above, whether or not such challenge or allegations are ultimately successful in legal proceedings, and (ii) any and all costs, expenses, attorney's fees and disbursements, losses and damages of any kind incurred by Questel as a consequence of or in connection with such claim, whether or not Questel was named as a party to any action or proceeding in connection therewith. Subject to the foregoing, Questel acknowledges that all work product shall belong to Client and that Questel shall have no rights therein.

Questel will complete the translation project within the time agreed upon by the Parties, which agreement may be made in an exchange of emails between the Parties. Questel agrees to deliver the completed translation project according to client instruction via email or through an FTP server or portal. A translation project is deemed complete upon delivery. Client shall promptly review the work product associated with the Services when it is received and shall promptly notify Questel in writing of any claimed nonconformance of such work product to the requested Services. Questel shall use commercially reasonable efforts to correct any nonconformance identified by Client. Services shall be deemed accepted by Client and Questel shall be deemed to have fulfilled all of its obligations with respect to such Services on the tenth (10th) business day after the delivery of such applicable work product. Such review shall be limited to mistranslations, missing translations, spelling or grammatical errors, nonconformance with style guides, guidelines, and terminology databases or glossaries provided to Questel by Client or developed by Questel and approved by Client. Any changes to the meaning of the original text, making preferential changes, contradicting previously approved translations, terminology, or style guides, contradicting generally accepted industry, locale, or use standards, or introduction of grammatical or factual errors shall not be included in such review and would be subject to payment of additional Services Fees.

Upon Questel receiving written notice of Client's intent to cancel a Work Order, Questel will stop work on the translation project as soon as reasonably possible. Client agrees, however, to pay Questel's fees, costs, and expenses actually incurred for work on the translation project from the date of acceptance up to and including the effective cancellation date.

Limitation of liability

Questel's liability is strictly restricted to typical and foreseeable contractual damages for the type of services that are the subject of these Terms and Conditions. Any claim for those damages will expire one (1) year from the delivery of the project, and in any event, Questel's liability for those damages is limited to the value of the project as invoiced to Client.

With respect to Opt-out Services, the following standard Terms and Conditions apply in addition to the above:

Definitions

"Data Check Services (optional)" shall mean those administrative services provided by Questel based upon the receipt of a Work Order from the Client, which includes checking the Proprietor(s), Applicant(s) or Holder(s) of the European Patent, European Patent Application or SPC as registered at the Patent Offices.

"Formatting Services (optional)" shall mean those administrative services provided by Questel, which includes formatting Client's file to adapt to Questel format to enable the performance of the Opt-out Services.

"UPC Receipt Docketing Services (optional)" shall mean those administrative services provided by Questel, which includes uploading UPC opt-out official receipts to client's IP management system with mapping to relevant European Patents.

"Entitled Proprietor(s) or Entitled Applicant(s) or Entitled Holder(s)" shall mean the person or company entitled to be registered:

- as proprietor of the European Patent(s) in the national patent register under the law of at least one state for which such European Patent(s) has/have been granted, and/or
- as holder of the Supplementary Protection Certificate(s) in the national patent register under the law of the state(s) for which such Supplementary Protection Certificate(s) has/have been granted, and/or
- as applicant of the European Patent Application(s) in the European Patent register kept by the European Patent Office.

Services

During the term of the business relationship, Client shall provide Questel with filing instructions for Opt-out through the issuance of a Work Order.

Questel shall perform the Services as an appointed representative of the Client. Questel agrees to comply with all regulations and laws applicable to Opt-out Services being performed under these standard Terms and Conditions.

Limitation of liability

With regard to Opt-out Services, the Client hereby acknowledges and agrees that:

- Questel is providing purely administrative services for the Client and Questel's sole responsibilities are Opt-out Services

- Questel shall not review the subject matter of any European Patent, European Patent Application or SPC during the performance of Opt-out Services hereunder, whether for the purpose of correcting said subject matter or for the purpose of rendering legal advice or otherwise, and accordingly the Client shall hold Questel harmless for any claims relating to any incomplete or incorrect subject matter in European Patent, European Patent Applications or SPC;
- the Client shall hold Questel harmless from any claims resulting from Client's Agent or Client's failure to provide all necessary documents or proper Work Order with confirmation; and
- Questel may provide Opt-out Services for direct or indirect competitors of the Client and the Client agrees that such services shall not be considered a conflict of interest.

Client agrees that Questel will not incur any liability in connection with a claim or complaint made against the Client by a third party. The parties expressly agree that, if Questel is found liable in connection with the performance of the Services, the Client may not claim any compensation or damages other than the reimbursement of the payments it has already made in respect of said Services that have been improperly or wrongly provided by Questel or the non-payment of the corresponding amount. With respect to Data Check Services (optional) the Client recognizes that research on databases, given their uncertainties, is made without any warranty from Questel, in particular the exhaustiveness of the results obtained and/or their suitability or fitness for a particular purpose or objective, are not guaranteed. With respect to Formatting Services (optional), Client shall validate Client's file adapted to Questel format to enable the performance of the Opt-out Services.

Client's obligations:

Client warrants and represents that it has the right to provide all information disclosed by the Client and filing instructions for Opt-out to Questel hereunder for the purposes set forth under these standard Terms and Conditions. Client warrants and represents that it has the authority to represent the company and to instruct Questel for the performance of the Service described herein.

Client shall assume liability for the information and data transmitted to Questel and ensure their use is permitted. In the event Client provides information and/or data that is inaccurate or to which Client does not have rights, Questel shall not be held liable for any losses or damages to the Client. Further, Client will indemnify and defend Questel from all liabilities (including reasonable attorneys' fees) arising from or in connection with that information or data. Without prejudice to Client's obligations to timely provide the information and/or data as required for the Services, Questel shall inform the Client if it becomes aware of any error or inaccuracy.

Client's Declaration:

During the term of the business relationship, Client hereby confirms and ensures that, with respect to the European Patent Application or European Patent indicated in a Work Order provided by Client to Questel for the performance of Opt-out Services:

- All information provided is complete and accurate;
- The "company/person entitled to be registered as proprietor" is/are entitled to be registered as applicant(s) of the European Patent Application in the European Patent register kept by the European Patent Office or is/are entitled to be registered as proprietor(s) of the European Patent(s) in the national patent register under the law of all states for which such European Patent will be/has been granted;
- Client has obtained all necessary authorization from all Entitled Proprietor(s) or all Entitled Applicant(s) of the European Patent or the European Patent Application as applicable for the performance of the Opt-out Services by Questel and its Agent(s). This applies also where the European Patent or European Patent Application is owned by two or more Entitled Proprietors or Applicants, or where the Patent is owned by different Entitled Proprietors across the states for which the European patent has been granted;
- Client agrees to lodge an opt-out application pursuant to Article 83(3) of the Agreement on a Unified Patent Court.

Client hereby warrants and represents that:

- Client has the right to provide all information and instructions to Questel hereunder for the purposes of performance of the Opt-out Services;
- Client has the authority to instruct Questel for the performance of the Opt-out Services and appoint its Agent(s) for lodging the Opt-out application;
- Questel and its Agents shall not incur any liability arising from or in connection with the use of that information or data for the lodging of the Opt-out application;

Compensation

Questel shall invoice the Client at the completion of the Services.

With respect to API Integrations, the following standard Terms and Conditions apply in addition to the above:

These Terms apply to services provided by Questel, which the Client access indirectly through a third-party platform or any other compatible software platform that has integrated Questel API. By accessing or using Services via Questel API Client agrees to be bound by the following terms and acknowledge that the access is subject to the licensing and usage restrictions imposed by Questel.

Definitions

"**API Client**" shall mean the Client that is authorized and authenticated to access and use Questel Services via Questel API, whether through an IPMS or any other compatible software platform.

"**Intellectual Property Management System; IPMS**" shall mean any software platform or system designed to facilitate the administration, tracking, protection, or commercialization of intellectual property assets. An IPMS may be integrated with the Questel API to enable seamless data exchange and service functionality.

"**Questel API**" shall mean the Application Programming Interface developed and provided by Questel to enable integration with an IPMS or other compatible software platforms. The API allows authorized Clients to access and use Questel Services through such systems. The API includes all associated documentation, tools, sample code, and any executable components.

"**Questel Services**" shall mean all services offered by Questel and made accessible to Clients through Questel API.

"**QSP**" shall mean a state-of-the-art platform for estimating, ordering, and monitoring Questel Services.

QSP License

Questel grants Client a limited, non-exclusive, non-transferable license to access and use its QSP via Questel API, whether through an IPMS or any other compatible software platform, solely for Client's internal business use in connection with Questel Services. Client may not sublicense, reverse engineer, download, extract, or independently access the API or the QSP except through the authorized integration provided by the IPMS or any other compatible software platform. This license shall remain in force only for so long as Client has valid access to the QSP and complies with these standard Terms and Conditions.

Intellectual Property

Client acknowledges that all intellectual property rights in and to the QSP, the underlying technology, the API, and any tools, methods, software, translation engines, or automated systems used to deliver Questel Services are and shall remain the sole property of Questel.

API Usage Restrictions

In addition to any other limitations set forth in this Agreement or imposed by law, API Client will not:

- use Questel API in any way that could intentionally and knowingly impair, harm or damage Questel, any Questel service or application, or any other person's use of Questel API, service or application, or that exceeds the Questel API use restrictions set forth in any documentation, if applicable, or for any purpose other than ordering Questel Services;
- use, directly or indirectly, the information provided by Questel 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 service or to make them available to a competitor of Questel;
- use Questel API or Questel Services and relevant data to intentionally and knowingly disrupt, interfere with, or attempt to gain unauthorized access to services, servers, or networks connected to, or accessible through any API;

- iv. reverse engineer, decompile, or disassemble Questel API or software product, or redistribute, resell or sublicense access to any portion thereof;
- v. attempt to reverse engineer or otherwise derive source code, trade secrets, or know-how of Questel API;
- vi. scrape, build databases, or otherwise create copies of any data accessed or obtained using the Questel API, except as expressly prior approved by Questel in writing;
- vii. use intentionally and knowingly any API or Questel Services and relevant data in a way that threatens the integrity, performance or reliability of any API or Questel Services and relevant data, including performance or stress testing, or in any manner that works around any technical limitations incorporated into a API;
- viii. use the APIs, or any data obtained using the APIs, to identify, exploit or publicly disclose any potential security vulnerabilities;
- ix. falsify or alter any identifier assigned to API Client, or otherwise obscure or alter the source of queries coming from API Client;
- x. use API in a manner that violates any applicable law or third party right, including federal and state laws pertaining to the privacy and protection of personal health information and personally identifiable information; or use the APIs in a way that could create, in Questel's sole discretion and judgment, an unreasonable risk to Questel or its customers/clients from a security or privacy or competition perspective.

Limitations of warranties

Questel does not grant any warranty, express or implied, relating to the Questel API, the QSP, any features, any information (such as deadlines, estimated costs, administrative charges, etc.), any functionalities, and the presentation of the results or information accessible by API Client through Questel API.

Questel does not grant any warranty, express or implied, concerning the information API Client obtains through Questel API connection 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 the QSP is accurate or complete. The databases of the QSP and the information from the Questel API connection are provided "as is", without any warranty of any kind.

More generally, API Client declares that it accepts the characteristics and limits inherent to the internet, despite applying industry-standard security measures, like e.g. "https://", and in particular acknowledges:

- That the access to or use of the Questel API connection is carried out at his risk,
- That Questel will in no event be held responsible for the theft of information to the detriment of API Client of the Questel API connection or the QSP, which may be committed by unauthorized users,
- That API Client is responsible for any damage suffered by his hardware or software, or for any loss of data consecutive to the access and/or use of the Questel API connection,
- That API Client is responsible for his internet access. Any effect that the internet access provider used by API Client should have on the Questel API or the QSP, and in particular their availability or their response time, will not be to the responsibility of Questel, or
- That API Client must take all necessary measures to ensure that the technical characteristics of its equipment (including security) are compatible with the technical standards of access to the internet, with its internet service provider and with the Questel API as well as the QSP.

For avoidance of any doubt, this clause does not limit Questel's obligations to provide Services ordered and confirmed via the QSP, in accordance with these standard Terms and Conditions, applicable service descriptions, order confirmations, or other contractual commitments, if applicable.

Annex 1

Client Compliance Requirements

Anti-social forces. Each Party represents and warrants to the other Party that neither that it nor its respective directors or officers falls under any of the following categories: i) an organized crime group; ii) a member of an organized crime group; iii) an associate of an organized crime group; iv) a company affiliated with an organized crime group; v) a corporate racketeer, etc., a hoodlum disguising as a supporter of social movement, etc. or other white-collar crime group, etc.; or vi) any other person or entity similar to any of the above.

Anti-corruption. Each Party represents and warrants to the other Party that it shall have implemented and maintained in effect policies and procedures designed to ensure that neither Party nor any of its respective directors or officers shall fall under any of the categories listed above. In the event of a breach of the above representations and warranties, either Party shall be entitled to immediately terminate these standard Terms and Conditions. Each Party certifies that it has never been implicated in any corrupt practices, defined as the act of soliciting, offering, giving or accepting, directly or indirectly, any illicit commission or any undue advantage or the promise of an undue advantage that affects the normal functioning of a business or the behavior of the beneficiary of the illicit commission, or the undue advantage or the promise of an undue advantage. Each Party certifies it is acting in compliance with the applicable regulations regarding corruption and shall abstain from taking part in any act of corruption at the time of the execution of these standard Terms and Conditions. In addition, each Party certifies that it implements internal control mechanisms to prevent and detect any risk of corruption involving its delegates, partners, employees or agents. Each Party shall be entitled to immediately terminate or rescind these standard Terms and Conditions if the other Party's representatives has engaged in any activity or conduct that has resulted or will result in a violation of any Anti-Corruption Laws.

International Sanctions. Client represents and warrants that it is not (i) on the list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Office of Foreign Assets Control ("SDN List") or the Consolidated List of UN, EU, and UK Financial Sanctions maintained by Her Majesty's Treasury, or owned or controlled, directly or indirectly, by such person(s); or (ii) subject to comprehensive geographic sanctions imposed by the U.S. Government for any reason, including but not limited to being organized or headquartered in or a governmental entity of a country or region subject to such sanctions (currently Cuba, Iran, Syria, Sudan, and Crimea); or (iii) located in any other country to which the export or re-export of U.S.-origin goods or technologies is generally embargoed (currently North Korea). Additionally, Client represents and warrants that it does not intend to and will not supply the Services to, or use them for the benefit of, any of the foregoing (hereinafter "Prohibited Entities"). Client agrees that it will notify Questel if these circumstances change. For the purposes of this provision, "person" means any legal or natural person; (i) "owned" means a majority interest or an interest of 50 percent held by (a) one or more persons subject to blocking (i.e., asset freeze sanctions) based on SDN List designation or (b) a person subject to asset freeze sanctions under UN, EU, or UK sanctions; and (iii) "control" means the right or ability to dictate the decisions, actions, and/or policies of an entity or its management. If Client breaches this clause, or if Questel determines that it is prohibited under any applicable law or regulation from providing the Services under these standard Terms and Conditions,, in addition to any other rights or remedies Questel may have, Questel may immediately terminate the business relationship.

Ethics and sustainable development. Each Party declares (i) to respect the principles of the Universal Declaration of Human Rights, the International Labor Organization and the labor law in force; (ii) participate in the prevention of occupational safety risks and comply with health and safety regulations; (iii) adhere to the principles of environmental protection and control the consequences of its activity on the environment, (iv) ensure a quality process to achieve reliable and determined results.