

MEMOTECH HOSTED - TERMS

1. DEFINITIONS AND APPLICABLE TERMS

- 1.1 This Order incorporates the General Terms along with the Supply Specific Terms available at <https://www.cpaglobal.com/general-terms-of-business> or as incorporated into any prior Order in force between the Parties or as otherwise superseded by a customer agreement in writing between the Parties.
- 1.2 We currently use the Amazon Web Service cloud infrastructure for its technological environment for the Services. Accordingly Customer shall comply with the obligations of “you” that are set forth in the AWS Customer Agreement which is currently located at <http://aws.amazon.com/agreement> in its capacity of End User under such terms.
- 1.3 Capitalised terms shall have the meanings set out in those terms or set out in this Order.
- 1.4 **Commercial Order Form** means the order form signed by the Parties which incorporates these terms, which collectively form your Order
- 1.5 **Site** means the web site through which the Service is made available to Customer.
- 1.6 **Start of Service Date** means the date specified by the parties in the Commercial Order Form or, if different, the date on which the Software is available in a live environment.

2. USE OF SERVICE

- 2.1 Customer may use:
 - 2.1.1 The Service; and
 - 2.1.2 Any optional services (subject to clause 4 of this Order) set out on the Commercial Order Form for

Customer’s internal business purposes restricted to the Active Cases specified in the signature page. At our request, Customer will identify all Users given access to the Service by Customer.

- 2.2 Without prejudice to any other rights or remedies we may have, we may suspend and/or terminate any individual User’s access to the Service at any time and without any liability to Customer in the event the User (i) violates any provision of this Agreement, or (ii) uses the Service for any purpose other than for the internal business of the Customer.
- 2.3 The Service does not include and the Customer is responsible for all activities that occur in User accounts and for Users’ compliance with this Agreement. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data and for the use and confidentiality of any required password.

3. FEES AND BILLING

- 3.1 We will bill Customer via email at the beginning of each of the applicable billing cycles. The monthly recurring fee will begin on the Start of Service Date. The One-off Set-Up fee will be billed in equal monthly instalments from the execution of this Agreement until the Start of Service Date.
- 3.2 We may change the applicable Fees upon sixty (60) days’ notice to Customer at any time after the Initial Subscription Term of this Agreement, as specified on the Commercial Order Form.
- 3.3 The subscription granted is based upon estimated customer use and storage requirements.

3.4 We shall be entitled to increase the applicable Fees on each anniversary of the Start of Service Date by no more than the consumer prices index published by the World Bank for the relevant country in which the Customer resides or 5% whichever is the greater.

4. OPTIONAL SERVICES

4.1 The following clauses only apply if you have opted to take the relevant functionality as set out on the Commercial Order Form.

IP Forecaster

4.1.1 The Service comprises:

4.1.1.1 The online, Web-based application provided by us via our dedicated website or such other designated websites or URL(s) as may be notified to the Customer by us;

4.1.1.2 Basic support to Users, at no additional charge; and

4.1.1.3 Us using commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which we shall give notice via the Service and which we shall schedule to the extent reasonably practicable outside of office hours from 9:00 a.m. To 5:30 p.m. (UK time), Monday to Friday (excluding bank and public holidays)).

First To File

4.1.2 The Service comprises:

4.1.2.1 The online, Web-based application provided by us via our dedicated website or such other designated websites or URL(s) as may be notified to the Customer by us.

4.1.2.2 Basic support to Users, at no additional charge; and

4.1.2.3 Us using commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which FTF shall give notice via the Service and which FTF shall schedule to the extent reasonably practicable during the weekend hours from 6:00 p.m. PT Friday to 3:00 a.m. PT Monday).

Meeting

4.1.3 The Service comprises

4.1.3.1 The online Web-based application provided by us via our dedicated website or URL(s) as may be notified to the Customer by us. If accessed via the CPA Global Platform, the additional Platform Access Agreement Terms available at: <https://www.cpaglobal.com/legal-terms-and-conditions> shall apply;

4.1.3.2 Basic support to Users, at no additional charge; and

4.1.3.3 Us using commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for planned downtime.

Workflow

4.1.4 The Service comprises

4.1.4.1 The online Web-based application provided by us via our dedicated website or URL(s) as may be notified to the Customer by us; and

4.1.4.2 Basic support to Users, at no additional charge.

5. ASSOCIATED SERVICES

5.1 Our obligation to provide the Setup Services and Configuration Services as defined below is dependent upon Customer's approval of final project specifications.

Setup Services

Setup

5.2 We shall perform the setup services to implement the Customer's system according to the license set out in the Schedule 1 as attached with the Commercial Order Form.

5.3 The setup services include establishing system administrator rights, creating the basic system structure and functionality, inviting Users into the application and, if the Customer also takes our renewals services (under a separate contract), establishing contacts, roles and settings for integration with our renewals system.

Data migration/Import

5.4 The data migration price includes all the services indicated in the Schedule 1 as attached with the Commercial Order Form. Additional imports are available at the Customer's request and will be provided at our then current rate for data import services. Data import does not include cleansing of pre-existing errors, discrepancies or omissions in data.

Training

5.5 We offer administrator, data entry and go live assistance training. We offer web-based or on-site training. On-site training is subject to reimbursement of out of pocket expenses such as transportation costs and personnel time. The estimated training and cost is indicated on Schedule 1 as attached with the Commercial Order Form.

Configuration Services & Fees

Configured Reports, Merge Documents, & Templates

5.6 Our staff can create reports, merge documents, and activity templates that are configured to Customer's needs. We will provide an exact cost after requirements are collected. The estimated configured reports, merge documents and templates cost is indicated on as attached with Commercial Order Form.

Law Update Services

5.7 Where Law Update Services (with accompanying costs) are specified on the front of the Order, in accordance with these Sections 5.8-5.14, CPA Global shall provide data bulletins and certain assistance in respect of changes in the law affecting the output provided by the Software. The Law Update Services do not include Professional Services to deploy Law Updates within the hosted environment. If Managed Law Update Services are not included within the scope of this Order, the fees for such Services will be quoted by the CPA Global at the time Services are requested by Customer and will be governed by subsequent Amendment or separate Statement of Work.

5.8 In the law update service the following definitions shall apply:

Core jurisdictions shall mean Australia, Canada, Germany, United Kingdom, United States of America, European community (trademarks and designs only), European Patent Office (patent applications only), Madrid Agreement and Protocol (international trademarks only), Patent Co-operation Treaty (international patent applications only).

Other jurisdictions shall mean those countries and other IP jurisdictions in respect of which we are or become aware of law settings for individual types of intellectual property.

5.9 Except where otherwise stated, the law update service covers patents, trademarks,

designs and utility models/innovation patents/short term patents.

5.10 We shall provide the law settings as automatic calculations of certain dates relevant to the prosecution and maintenance of intellectual property rights in accordance with the types of intellectual property and jurisdictions set forth in the table below. We shall endeavour to provide law settings for further jurisdictions as we become aware of them. We will also endeavour to enhance the law update service from time-to-time, such that its scope may change and the jurisdictions included within the definition of core jurisdictions and other jurisdictions may be revised from time to time.

ASPECT OF RULE OR LAW	JURISDICTION COVERED
Priority deadline	Paris Convention jurisdictions
Deadline for filing priority documents	Core jurisdictions
Primary prosecution deadlines and action including formality deadlines, examination request deadlines, official action deadlines and use requirements (trademark applications)	Core jurisdictions
Opposition deadlines	Core jurisdictions
Renewal payment deadlines	Core and Other jurisdictions
Grace periods for renewal payments	Core and Other jurisdictions
Nominal working requirements (where applicable)	Core and Other jurisdictions
Proof of use requirements (trademarks)	Core and Other jurisdictions
Member states	Core jurisdictions

5.11 At intervals, we shall provide updates in order to assist Customer in maintaining the timeliness of the settings in Customer's

database, mitigating the natural effect of Customer's law settings becoming out of date over time, and reducing the extent to which these settings are incomplete. The law update service takes advantage of the economies of scale in our ability to provide such updates to our customers generally.

5.12 The law update service includes telephone and email support in respect of law setting issues, and a range of additional chargeable supplies is available, including on-site training and data review. At intervals, we will make available update releases which may be imported into Customer's database. Customer has the opportunity to review in detail all of the changes incorporated in each update release before the changes are applied to its database. Customer remains professionally responsible for ensuring the accuracy of data content and date setting within its diary system, notwithstanding the provision of the law update service.

5.13 The law update service does not constitute legal advice and no attorney-client relationship is created by its supply. Because the rules applicable to date calculations in different jurisdictions are constantly changing, the law update service is not at the time of its supply, and by its nature never will be, complete, comprehensive or fully up to date. While we will take reasonable steps for the timely transfer of law settings, neither the completeness nor the accuracy of the information provided is warranted and in particular, but without limitation, the terms of Clause 9 of the General Terms apply to the law update service.

Managed Law Update Services

5.14 Where Managed Law Update Services (with accompanying costs) are specified on the front of the Order, CPA Global will provide, via Remote Access and at the frequency set forth below, consulting services to import and configure the Law Update Service settings, including rule calculations, creation and configuration of workflows and related tables

(the "Managed Law Update"). As may be set forth on the Front of the Order, an additional one-time fee may apply for customers whose IP law settings are out of date. Prior to the initial delivery of the Managed Law Update under this Agreement, CPA Global will map Customer's Software configurations and environment. CPA Global reserves the right to charge Customer for additional mapping and related consulting services in the event that Customer materially changes the Software configurations and environment after the Order Effective Date. The Managed Law Update does not include support of custom configurations (client created workflows, rule calculations, letters, status reminders, etc.) and CPA Global reserves the right to charge for such additional services.

5.15 CPA Global warrants that it will render any Managed Law Update in a good and workmanlike manner. If requested, Customer will provide timely access to CPA Global to a

Customer representative who understands the law settings of the existing system as well as timely access to appropriate Customer personnel for quick turnaround on feedback and decisions. Customer shall review and approve each Managed Law Update within five (5) business days of delivery. Customer shall promptly notify CPA Global of any anticipated delays or deficiencies in Customer's responsibilities and shall provide prompt assistance in resolving any such delays or deficiencies to CPA Global's reasonable satisfaction. In the event the Parties mutually agree that the provision of Managed Law Update on site at Customer's Location is appropriate, CPA Global shall attend on-site as soon as reasonably practical and Customer shall be responsible for reimbursement of all subsistence, travel and accommodation costs.

EXHIBIT A

SERVICE LEVELS, SUPPORT AND MAINTENANCE

1. SERVICE LEVELS

- 1.1. We shall endeavour to provide 100% System Uptime.
- 1.2. **System Uptime** is the percentage of time per calendar month that our application is available for access to its customers:

$$\frac{43800 - \text{Website Downtime (in minutes) per calendar month}}{43800 \text{ minutes}} \times 100$$

System Uptime per calendar month	Website Downtime (in minutes) per calendar month	Credit Percentage
98 to 100%	Less than or equal to 876 mins	0%
95% - 97.9%	Less than or equal to 2,190 mins but greater than 876 mins	25%
50% - 94.9%	Less than or equal to 21,900 mins but greater than 2,190 mins	50%
0% - 49.9%	Greater than 21,600 mins	100%–Uptime%

2. SERVICE CREDITS AND MAINTENANCE

- 2.1. Provided that Customer notifies us through its support channels below of any disruptions in service, we will issue a credit to Customer in the form of a set off against future Fees in accordance with the above table for the calendar month in which the reduced uptime occurred calculated as follows:

Credit Percentage x Monthly service charge paid for the affected Services.

- 2.2. Customer shall not receive any credits under this Agreement in connection with any failure or deficiency of system availability caused by or associated with:
- 2.2.1. Scheduled maintenance and scheduled system upgrades. We shall make commercially reasonable efforts to schedule maintenance and system upgrades during the weekends and not during Customer's regular business hours (i.e. after regular end of business Pacific Time and before start of business Eastern Time). Emergency patches are not considered to be schedule maintenance. Problems with Customer's hardware, software, internet connectivity or other problems within the control of Customer.
- 2.2.2. Telecommunications failures, domain name system (DNS) and domain name registration problems, general internet problems and other problems outside our control.

3. SUPPORT

3.1. We shall operate a Help Desk Monday to Friday (excluding local/bank holidays). Customer Representative(s) may make help queries to the Help Desk in the region in which our contracting entity is located, as set forth on the front page of the Order. On or before the Commencement Date, we will notify the Customer of the telephone, facsimile number and e-mail address of the Help Desk. The standard hours for Help Desk support for each region is as follows:

	North America	EMEA	Asia Pacific
Help Desk Hours	8AM to 8PM US ET	3:30AM to 6:30PM GMT	9AM to 6PM HKT

3.2. This standard level of support is provided at no additional charge. We encourage the Customer to provide comments to us regarding the performance of the Service, including reporting any errors in the Service, and to suggest improvements to the Service. Customer agrees that we may incorporate any suggested changes or improvements in the Service without further liability or compensation to Customer and that we will own all rights in any modifications or improvements we choose to make to the Service as a result of Customer comments.

3.3. Customers requiring support should contact us via one of the following methods:

3.3.1. **Client Access Portal** The preferred method for a Customer to log support requests is via the Client Access Portal. When the request is entered via this method, an automatic email notification is sent to the Support Team. We acknowledge and provides a ticket number for each request entered in the Client Access Portal.

3.3.2. **Email** E-mail requests come into our support email box. We request that Customers only use email if the Client Access Portal is not available. The email box should not be used for emergency requests. Email requests are handled as follows

3.3.2.1. Email enquiries are routed into the call tracking system in the same manner as a telephone call; and

3.3.2.2. With the basic level of service, we monitor the email box during its US business hours; we acknowledge and provide a ticket number for each email received.

3.3.3. **Telephone** Telephone requests come into our support center call number and call loop. Upon reporting a Fault to us, Customer's Representative shall inform us of the Fault Category which the Customer reasonably determines the Fault to be and the rationale for such determination, both of which shall be logged. Faults shall be classified in accordance with the following Fault Categories*:

Category	Criteria	Example	Response Due	Support Obligation
1	A Fault in the Software which (a) causes all live system processing to stop; and/or (b) causes a 'Damaging Effect' which threatens the deadline of time-critical business processes.	A "Damaging Effect" is defined as corruption of database, which might include: duplicate records, incomplete transactions, inaccurate calculations or incorrect database settings and includes a major Damaging-Effect which is when loss or corruption of the data items has an impact on areas such as losing patent or trademark data.	within four (4) Working Hours	A CPA Global Representative will confirm receipt of the Fault Report to Licensee Representative and begin troubleshooting and diagnosis of the problem
2	A Fault in the Software (other than a Category 1 Fault) which causes a problem which severely impairs the normal functioning, which affects most users and/or disrupts time-critical business processes.		within three (3) Working Days	
3	A Fault in the Software (other than a Category 1 or 2 Fault) which (a) has no direct and material impact on business processes, (b) has an impact only on a segment of users, or (c) does not yet disrupt time-critical business processes.		as promptly as is reasonably practical	
4	A cosmetic defect or error in the Software (other than Category 1, 2 or 3 Faults). These will be logged but no immediate action will be taken. CPA Global will generally monitor the situation but will not be obliged to provide any solution.			

*This table reflects CPA Global's current guidelines; we reserve the right to change our support response times and categories as part of our normal business practices.