

## 1. DEFINITIONS AND APPLICABLE TERMS

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- 1.1 For purposes of this Order, capitalized terms shall have the meaning ascribed to them in the General Terms and as set out in this Order.
- 1.2 **Commercial Order Form**; means the order form signed by the Parties which incorporates these terms, which collectively form your Order;
- 1.3 **Report** means any output or report generated through use of the Software;
- 1.4 **System Requirements** means the minimum requirements for computers, handheld devices, software, bandwidth and integrations for accessing the Software specified by us from time to time;
- 1.5 **Usage Capacity** means, in relation to the Software, the limitation placed on the extent of use and access of such Software by you prescribed by us in accordance with the relevant Users, the determination of such Usage Capacity will depend on: (i) the Usage Capacity Band versus the size of your organisation including the number of patent attorneys (or Users) at your organisation, or (ii) the number of patents under management at your organisation; and (iii) the daily or weekly average of ordinary use for an organisation of similar size and patent portfolio;
- 1.6 **Usage Capacity Band** means either the number of the Customer's attorneys or the number of patents under management at your organisation, as either may be set out within the within the Commercial Order Form; and
- 1.7 **User(s)** means an employee or patent attorney of the Customer who is authorised to use the Software and has been supplied with a user ID and password.

- 1.8 This Order incorporates the General Terms of Business 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 or as incorporated into any prior Order in force between the Parties or as otherwise superseded by a customer agreement in writing between the Parties.
- 1.9 Capitalised terms shall have the meanings set out in those terms or set out in this Order and the General Terms.

## 2. SERVICES DESCRIPTION

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- 2.1 In this Order, Service means the online intellectual property citation search and watch tool accessible via the web site operated by us through which the Service is made available to Customer (or any other designated web site or IP address) described in:
- 2.1.1 this Order; and
- 2.1.2 the specifications set forth at [www.citationeagle.com/](http://www.citationeagle.com/) and any documentation for the Service (as such may change from time to time).
- 2.2 We, at our sole discretion, may provide you with a new Release of the Software from time to time at no additional charge. Use and access to all Releases are subject to the terms of this Order.
- 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 Order. 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 passwords.

## 3. FEES AND BILLING

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- 3.1 Customer shall pay:
- 3.1.1 From the Order Effective Date, the relevant Subscription Fee set out on the Commercial Order Form, in full, and in advance of each Order Effective

Period specified. Access to the Software is conditional upon the aforementioned Subscription Fee being received and cleared by CPA Global; and

- 3.1.2 Any fees for additional professional services as may be agreed by the Parties in a separate Statement of Work (mutually agreed and executed by both Parties' authorised signatories); and
- 3.1.3 Any additional fees payable should the Customer exceed the Usage Capacity Band.
- 3.2 Customer will pay us no later than thirty (30) days of the receipt of the invoice.
- 3.3 All fees are quoted and payable in the currency stated in this Order. Except as otherwise specified herein, payment obligations are non-cancellable, fees paid are non-refundable, and the Subscription Fee cannot be decreased during the relevant Order Effective Period.
- 3.4 For any Order Effective Period in excess of 12 months we shall be entitled to increase the applicable Fees on each 12 month anniversary of the Order Effective Date by no more than the Annual Indexation set out in the Commercial Order Form, (any applicable RPI shall be calculated based on the RPI published by the World Bank for the relevant country in which the Customer resides).

**4. ACCESS AND USERS**

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- 4.1 Each User accessing the Software is deemed to accept the terms and conditions of this Order (for and on behalf of you) as follows via the app on a smartphone or other mobile devices, by each User clicking the "I ACCEPT" button or by the execution of this Order by you
- 4.2 User IDs cannot be shared or used by more than one individual User, other than expressly agreed by both parties during set-up. Customer will immediately notify us of any unauthorized use of any passwords or accounts or any other breach.

- 4.3 To enable your access to the Software you must ensure that all equipment, software and the computing environment used to access the Software comply with the System Requirements. You will be solely responsible for all computer functionality, operating system and network services in relation to your equipment.
- 4.4 Subject to the terms of this Order, we or a third party supplier will host the Software and make it available for access at <https://citationeagle.com>, (as may be updated from time to time). We will use our best efforts to provide you with access to the Software with a service availability of 95% uptime. You agree that access to and use of the Software may be temporarily suspended for scheduled or urgent server maintenance work. We will endeavour to give you at least 2 days' notice for any scheduled maintenance sessions and where practicable notify you in relation to any urgent maintenance services. We will use reasonable endeavours to conduct the maintenance services outside business hours.
- 4.5 Access to the Software is subject to clause 3.1.1

**5. COLLECTION OF DATA TERMS**

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- 5.1 You acknowledge that we may monitor, collect, use, and store and aggregate statistics regarding your use of the Software for our business purposes, (including but not limited to enhancing the Supplies and creating new features in the Software). For the avoidance of doubt, this shall not include any monitoring of any Customer Data.

**6. SUPPORT**

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- 6.1 We shall provide support services provided in the form of a "help desk" with a contact point to be reached by email in relation to the Software during 9am to

5pm (CET) on our business days for the duration of your Order Effective Period.

- 6.2 Other than the support provided in this clause 6, the Supplies are provided strictly on a “AS AVAILABLE” basis without warranty of any kind, express, implied or statutory.

## 7. CONTENT AND RESULTS

- 7.1 You acknowledge and agree that any Reports and outputs generated by the Software and related Services are:
- 7.1.1 only intended to provide high level information on the subject matter and must not be used as the sole or primary basis for making business or legal decisions (including on behalf of your clients);
- 7.1.2 subject to the availability of data from our third party data sources and must not be treated as exhaustive;
- 7.1.3 subject to the accuracy, form and nature of the data captured by the Software from public and other third party databases. The data and information captured by the Software or contained in the Reports have not been separately confirmed or verified by us;
- 7.1.4 subject to any lag time for our third party data sources to capture relevant data. For example, some applications for registered intellectual property rights may not be captured for up to six months; and
- 7.1.5 subject to important limitations assumptions and qualifications from our third party data sources and are therefore provided to you subject to such limitations, assumptions and qualifications.
- 7.2 You acknowledge that the data contained within the Software is extracted (from time to time) from public data sources and other third party sources, including but not limited to third party websites. The Software is provided on a “AS IS” basis. You assume sole

responsibility for results obtained from the use of the Software and for any reliance or conclusions drawn from such use. We shall have no liability for the accuracy, quality, integrity, reliability, appropriateness of the data nor any errors, acts or omissions any damage caused by errors or omissions in any information, instructions or scripts provided in connection with the Software.

- 7.3 All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded.

## 8. USE OF THE SOFTWARE

- 8.1 “Framing” or “mirroring” the Software for any purpose, including for any internal business purpose, or for any internal web browser or intranet or creation of any links to the Software is prohibited.
- 8.2 You will not;
- 8.2.1 batch or automate tasks using the Software, use “web crawlers” or other types of software to automatically download large amounts of materials from the Software. Nor will you distribute, any changes or modifications to the Software;
- 8.2.2 use any process, software or tool to copy, extract, crawl or scrape the data and contents made available by the Software, or otherwise download or copy such data and contents in a manner that is excessive to the ordinary use by your business;
- 8.2.3 sell, lease, license, sub-license, rent, loan, timeshare, encumber, distribute or otherwise transfer the Software or the data and contents made available by the Software, in whole or in part, to any other person;
- 8.2.4 provide, disclose, divulge, make available to, or permit use of the Software or the data and contents made available by the Software, in

- whole or in part, by any unauthorised third party;
- 8.2.5 develop any software or create derivative works based upon the Software, the data and contents made available by the Software or our Confidential Information; and/or
  - 8.2.6 alter, remove, obliterate, or obscure from view any copyright, trade mark or confidentiality notice or legend appearing on or within the Software.
- 8.3 You agree that we may monitor your use of the Software to assess your compliance with this Order. If you have breached an obligation and/or exceeded your Usage Capacity, we may, at our sole discretion either:
- 8.3.1 immediately suspend your access to the relevant Software for a period until a resolution is achieved to our reasonable satisfaction, failing which we may terminate this Order; or
  - 8.3.2 require you to pay the appropriate Licence Fee for the Usage Capacity for the remainder of the Order Effective Period and any future Term.