

## UK & International Annual Subscription Terms and Conditions

### 1.0 Definitions

In this Agreement, “the Agreement” means these Terms and any Product Terms; “the Licensor” means Minesoft Ltd; “the Customer” means the person or the organisation who ordered the Product and is a party to the Agreement; “the Product(s)” is/are the products specified in the relevant Product Terms licensed by the Licensor; “the Information” is the data contained in the Product records; “Archive Copy” means storing any Product data in a searchable database which is made available across a network; “Software” means the software components underlying a Product which will be provided in object-code form only; “the Terms “ means the terms set out in this document; “the Product Terms” means the terms in relation to a Product setting out its description/specification and any commercial/operational provisions that apply to its use.

### 2.0 Nature of the Agreement

These Terms grant the Customer a non-exclusive, non-transferable licence from Minesoft Ltd to use the relevant Product(s) chosen by the Customer in the relevant Product Terms. BY ACCESSING OR ORDERING THE PRODUCT, THE CUSTOMER AGREES TO BE BOUND BY THE AGREEMENT.

### 3.0 Ownership of the Product; Copyright and Intellectual Property Rights

All intellectual property rights in the components of the Product are the property of the Licensor (and/or its suppliers) and are protected by copyright laws and international treaties. Any and all right, title and interest in and to the Product, including but not limited to, all copyright, patent, trade secret and other intellectual property rights, and any and all goodwill associated therewith and with the Licensor’s trademarks and service marks, shall be and remain in and with the Licensor (and/or its suppliers), subject only to the limited licence granted to the Customer hereunder. The Licensor is authorised to grant the licence to the Customer.

### 4.0 Customer’s Rights and Use of the Product

Subject to the restrictions contained in Article 5 below, the Licensor hereby grants to the Customer a non- exclusive licence to:

- (a) make use of the Product to locate information, receive electronic copies of the information and to make paper copies of the Information for the Customer’s internal use.
- (b) store an Archive Copy of the Information they have obtained through the use of the Product for a period not exceeding 12 months after termination or expiry of the Agreement (unless otherwise agreed between the parties).

The Customer may not store an Archive copy of the Information in a searchable database format any longer than 12 months after the subscription has expired without the permission of the Licensor, nor distribute it externally to the company.

The Customer’s rights do not extend to subsidiary, sister or parent corporations, any other affiliated or related organisations or any third parties. Any rights in a Product not expressly granted in this licence are reserved to the Licensor.

### 5.0 Restrictions

The Customer may not:

- (a) sell, distribute or commercially exploit a Product or the Information with the exception that information obtained from a search can be provided to a third party wherever the

Information was obtained solely for use by that third party as in a client/patent agent relationship;

- (b) make the Product or the Information available on a network or through remote access technology, except in accordance with Article 4.0 (b) and 5.1;
- (c) transfer, assign or sub-license any rights or obligations in these Terms;
- (d) transfer the Software to any other electronic media; unless authorised by the Licensor
- (e) allow a User ID to be used by personnel not employed by the Customer
- (f) reverse-engineer, decompile, otherwise discern the source code of, modify or create derivative works of the Software or the Product
- (g) remove from any copies of the Software or Product documentation any Licensor name or copyright or trademark notice.

The Customer is solely responsible for providing the equipment necessary to access the Product, including the Internet connection and necessary bandwidth. The Customer is solely responsible for access to the Internet. Any effect on service provided by the Customer's Internet Carrier, including availability or response time of service is not the responsibility of the Licensor.

## 5.1 Archive restrictions

The Customer may store electronic copies of the Information for use within the Customer's business premises, provided this copy is not stored in a database format and made searchable electronically. Searchable database archives of the Information as well as any external redistribution require the prior agreement in writing from the Licensor and the payment of any additional fees due.

## 6.0 Security Audit

The Customer shall ensure that all use of the Product and the Information is in accordance with the limitations contained in Article 5. Further, the Customer agrees to be responsible for maintaining security for use of User IDs issued by the Licensor to the Customer. If the Customer becomes aware of any unauthorised usage on its User IDs, the Customer undertakes to notify the Licensor immediately by calling the Customer Support number listed on the signature page of this Agreement. The Licensor reserves the right to audit the Customers' use of any Product and has the right, on 7 days prior written notice, to enter the Customer's premises and inspect records for the purpose of verifying the Customer's compliance with this Agreement.

## 7.0 Customer Support and Documentation

Any telephone assistance that the Licensor may provide to the Customer is provided in the sole discretion of the Licensor, and no representation or warranty is provided in connection therewith. User documentation is provided on the Licensor's website, to assist in using the Products.

## 8.0 Term

Unless specified otherwise in the relevant Product Terms, the Term of this Agreement shall be 12 months. Provided that the Customer has not breached any of the terms of this Agreement, this Agreement will automatically renew for further one-year periods ("Renewal Term") unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the Initial Term or any Renewal Term, as the case may be. Any and all terms of this Agreement, which by their nature must survive any expiration or termination of this Agreement, including without limitation Sections 3, 5 and 5.1 above, shall so survive. In the event that the Licensor supplies the Customer with an updated version of this Agreement, the updated version shall replace this version.

The Licensor reserves the right to cease offering the Customer the opportunity to renew the subscription.

Additional User IDs may be added to the subscription upon written request from the Customer. Additional User IDs will be given the same Initial Term or Renewal Term as provided in the Initial Agreement and the same Terms will apply. The Customer will be charged a prorated amount based on the month in which the new User ID(s) were added to the Agreement.

## **9.0 Invoicing and Pricing**

The Licensor shall invoice the Customer for a Product and any applicable taxes due. Unless specified otherwise in the relevant Product Terms, the Licensor will invoice the Customer for a 12 month period in advance. Undisputed accounts not paid within thirty (30) days of the date of invoice shall be deemed unpaid and are subject to interest charges of 8% above the Bank of England base rate in accordance with the EU Directive on Late Payment and statutory legislation enacted in the UK. The Licensor reserves the right to suspend access to a Product without prior notice if payment is outstanding. Should the Customer be late in the payment of any invoices, the Customer shall be liable for all costs of collection incurred by the Licensor, including without limitation collection agency fees and reasonable attorney's fees, as well as court costs.

## **10.0 Product Updates and Dependency on Third Parties**

The Customer agrees that the Licensor reserves the right to change or modify a Product (including any features) without notice. Some features packaged with the Product are based on/dependent on Public Patent Services stored by and provided by Patent Offices or other third parties and changes to those services may occur which are outside the control of the Licensor. No responsibility or liability is taken by the Licensor for access to or the quality of such services or for any services or information not provided by the Licensor. Any such limitation also applies to the successful retrieval of Information by the Product.

## **11.0 Warranty Disclaimer**

The Licensor warrants that the Product will operate materially in accordance with its description or technical specification. Apart from this warranty, the Product and the Information are provided "as is" without warranty of any kind and the Licensor disclaims all warranties, written or oral, express or implied, with respect to the Product and the Information, including without limitation, warranties of satisfactory quality and warranties of fitness for purpose, or any warranty that the Information is accurate or complete. The Licensor does not warrant that the Product will run properly on the Customer's computer hardware or operating systems, meet the Customer's requirements or operate in an uninterrupted or error free manner. The Licensor does not guarantee the accuracy of the Product and the Information or accept liability for consequences of their use. No oral or written information given by the Licensor shall create a warranty or in any way increase the scope of this warranty, and the Customer cannot rely on any such information.

## **12.0 Limitation of Liability**

Apart from liability that cannot be legally limited, the Licensor's aggregate liability under this Agreement in relation to a claim shall in no event exceed the Licence fee paid by the Customer in the last 12 months (whether such liability arises from breach of warranty, breach of this contract or otherwise, and whether in contract or in tort, including negligence and strict liability). The Licensor will not be liable to the Customer or anyone claiming under or through a Customer for any loss, injury, claim, damage or liability of any kind resulting in any way from use of the Product, errors or omissions in the Information, failures or interruptions in the delivery of Information or unavailability of all or any section of the Information which are beyond the

control of the Licensor. In no circumstances shall the Licensor be responsible for (i) any loss of profits or revenue or business or (ii) any punitive or exemplary damages or penalties or (iii) any indirect, consequential or special losses, even if advised of the possibility thereof.

### **13.0 Indemnification**

The Licensor shall indemnify the Customer against all claims, damages and expenses arising out of a claim that the Product infringes the intellectual property rights of any third party (IP Indemnity). Apart from this IP Indemnity, the Customer agrees to indemnify the Licensor and hold it harmless from and against any and all claims of customers, users, or other third parties arising out of or related to the use of the Product and the Information, regardless of whether such claims were foreseeable by the Licensor. The indemnities provided by this term are conditional upon:

- (i) the indemnified party promptly notifying the indemnifying party of any claim reasonably likely to give rise to an indemnity;
- (ii) the indemnified party giving full control of any settlement negotiations or formal proceedings to the indemnifying party and providing the indemnifying party with all reasonable cooperation and access to relevant documents, at the indemnifying party's reasonable expense; and
- (iii) the indemnified party not making any admissions or agreements in relation to a claim without the indemnifying party's written consent to do so.

### **14.0 Termination**

If the Customer commits a material breach of this Agreement and fails to remedy a remediable breach within 14 days of a written notice to do so, the Licensor may, without prejudice to any other legal rights and remedies, terminate the licence granted hereunder on immediate written notice to the Customer.

### **15.0 Force Majeure**

The Licensor will not be responsible for any delay or failure in performance or interruption in providing a Product resulting directly or indirectly from any cause or circumstance beyond their reasonable control.

### **16.0 Applicable Law**

All matters arising out of or in connection with this Agreement will be governed by and construed in accordance with the laws of England. The Courts of England shall have exclusive jurisdiction to hear all disputes arising out of or in connection with this Agreement.

### **17.0 Entire Understanding**

The Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior understandings, agreements and communications. In the event of a clash between the Terms and the Product Terms the latter shall prevail. In no circumstances shall the terms of any Customer purchase order (whether received by the Licensor before or after entering the Agreement) govern the legal terms applying to the supply of a Product and any acceptance of a purchase order by the Licensor shall be for acknowledgement purposes only. In entering into this Agreement the Customer has not relied on any representation, warranty, covenant or undertaking not expressly set forth herein, and in no event shall any such communication be deemed part of the Agreement or otherwise legally effective.

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### **18.0 Severability**

If a term or condition of this Agreement is invalid or unenforceable, the remaining terms and conditions hereof shall remain in full force and effect and shall be enforceable to the maximum extent permitted by English law.

### **19.0 Confidentiality**

Each party shall keep the other party's confidential information confidential and shall not disclose it to any third party unless expressly permitted by this clause. Each party shall not use any confidential information except for the purpose performing its rights and obligations under this Agreement. A party may disclose confidential information to the extent required to do so by law, by any government or regulatory authority, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of the disclosure as possible. The confidentiality obligation under this Agreement shall last for the duration of the Agreement and for 5 years thereafter.

### **20.0 Data Protection**

Each party agrees that in performing this Agreement it shall comply with the applicable UK Data Protection Act 2018 and the EU General Data Protection Regulation (EU 2016/679) or other national law relating to the use of personal data, and/or the privacy of electronic communications.