

**AMENDMENT TO SERVICE CONTRACT N° [REDACTED] / [REDACTED]**

**Customer: [REDACTED]**

**Questel•Orbit PATOLIS-e Gateway Service Corporate Access from [REDACTED] / [REDACTED] / [REDACTED] to**

[REDACTED] / [REDACTED] / [REDACTED]

**THIS AGREEMENT IS BETWEEN:**

**QUESTEL S.A.**, a limited company with the share capital of €416,666, registered on the « Registre du Commerce » of Paris under number B 329 326 896, having its main offices, 4, Rue des Colonnnes, 75002 PARIS (France)

hereafter "Questel-Orbit"

**AND**

[REDACTED], a [REDACTED] company having its offices at [REDACTED]

hereafter the "Customer"

**RECITALS:**

The parties have signed on [REDACTED] / [REDACTED] / [REDACTED] an agreement named "Service Contract", reference number [REDACTED] / [REDACTED]. According to this contract, Questel-Orbit grants the Customer a non transferable, non exclusive, limited right to a computerised access, during certain hours, to the Questel-Orbit service.

The parties thus agreed to conclude the present amendment, which modifies certain terms and conditions of the Service Contract as follows:

**IT HAS BEEN AGREED AS FOLLOWS:**

**ARTICLE 1:**

The present amendment covers the PATOLIS-e Gateway Service.

**ARTICLE 2:**

The present amendment applies to the use of the Services selected in Article 1 by the following User IDs (none of which are QPAT- or PDS-specialized User IDs):

[REDACTED]

**ARTICLE 3:**

After receipt by Questel-Orbit of the present amendment signed by both parties, the Customer shall receive

- (i) an invoice for the PATOLIS-e ID charge,
- (ii) invoices for PATOLIS-e display charges (per record) at appropriate intervals

according to prices before taxes detailed in Appendix A.

The Customer shall pay these invoices, inclusive of applicable taxes, on receipt.

**ARTICLE 4:**

The present amendment shall enter into force on the [REDACTED] / [REDACTED] / [REDACTED] and shall expire on the [REDACTED] / [REDACTED] / [REDACTED] ("Initial Term").

It shall thereafter automatically renew for subsequent one year periods ("Renewal Period") unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the Initial Term or Renewal Term, as the case may be. Notwithstanding the foregoing, Questel-Orbit may cancel this Agreement with thirty (30) days prior written notice to the Customer.

In case of termination or non-renewal of the present amendment, all provisions of the Service Contract will be applicable again between the parties.

**ARTICLE 5:**

It is expressly agreed between the parties that the invoices as defined in Article 3 must be paid by the Customer to Questel-Orbit, even in the case of a termination of the Service Contract or in the case of a termination of the present amendment, whatever the reasons of these terminations, except in the case of an Act of God. In case of non-payment of one or several invoices, Questel-Orbit reserves the right, in addition to invoices already due by the Customer, to invoice PATOLIS-e display charges according to the standard pay-as-you-go rates as published on Questel-Orbit corporate web site.

**ARTICLE 6:**

It is expressly agreed between the parties that the terms of this amendment are confidential and cannot be disclosed to any third party. Each party agrees to respect this obligation and to ensure its respect by its own employees, agents and contractors.

Initials \_\_\_\_\_

**ARTICLE 7:**

It is expressly agreed by the parties that, except for the terms mentioned above, all the other terms and conditions of the Service Contract dated [redacted] reference [redacted] shall remain unchanged and enforceable. In particular, the Customer has read, and agrees upon, the "Terms of Use Agreement for PATOLIS-e Contents" as available in Appendix 2 to Questel-Orbit Service Contract available on Questel-Orbit corporate web site.

Signed at [redacted], on [redacted] / [redacted] / [redacted].

In two original copies

For Questel-Orbit

For the Customer

Initials \_\_\_\_\_

**Appendix A: PATOLIS-e Gateway Service Corporate Access from [REDACTED] / [REDACTED] / [REDACTED] to**

ID Charge (annual per Service Contract) : €1,000.00      One time advance charge for Initial Term, and then for each Renewal Period

Display Charges (per record)

P803	€ 2.40
P807	€ 2.00

These prices may be subject to revisions published in advance on Questel-Orbit corporate web site.  
ID Charge revisions apply only at the next Renewal Period following their publication.

Initials\_\_\_\_\_