

The PATOLIS-e Gateway Service contract is made of the following documents:

1. Customer details (hereunder)
2. Terms and Conditions
3. Terms of Use Agreement for PATOLIS-e Contents

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**PATOLIS-E Gateway Service SERVICE CONTRACT "Single User"**

PLEASE COMPLETE AND RETURN A SIGNED ORIGINAL TO THE QUESTEL•ORBIT ADDRESS MARKED ABOVE.  
 FOR ASSISTANCE CALL +8000 783 783 5

**COMPANY INFORMATION**

Organization Name: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Title/Dept.: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_  
 Customer Type:  Commercial  Non-Commercial  
 Is your company currently a Questel•Orbit online customer?  Yes  No

**BILLING INFORMATION**

*Complete address information only if this account should be billed to someone other than the contact reference above.*

Name: \_\_\_\_\_ Department: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_  
 \_\_\_\_\_  
**VAT Number (EU only):** \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_  
**Payment Options:**  
 Purchase Order # (if applicable): \_\_\_\_\_  Check Enclosed

**SERVICE OPTION**

Questel•Orbit Rep: \_\_\_\_\_ Requested Start Date: \_\_\_\_\_

A:  Annual User ID charge (Initial Term): Number of User ID's ....\* Unit Fee €..... = Price: €

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

I HAVE READ AND AGREE WITH THE TERMS AND CONDITIONS INCLUDED WITH THIS CONTRACT.

Signed \_\_\_\_\_ Date \_\_\_\_\_

**Internal Use**

Accepted \_\_\_\_\_ Contract Issue Date \_\_\_\_\_

## Terms and Conditions

**PATOLIS-e Gateway Service.** Questel•Orbit hereby grants to the Customer the non-transferable, non-exclusive right to gain computerized access to the PATOLIS-e Gateway Service, pursuant to the terms and conditions set forth herein. The rights granted herein may not be sublicensed, assigned or transferred by Customer in any manner whatsoever, and any attempted assignment or transfer shall be null and void and of no force and effect. Appropriate use of the PATOLIS-e Gateway service by the Customer is a determinant condition of the present contract. In particular, the use of robots, automated intelligence agents, or any automated device in order to access the PATOLIS-e Gateway Service and retrieve information from it is strictly prohibited. Any such improper usage of the PATOLIS-e Gateway Service will be deemed abuse and will result in suspension or cancellation of Customer access to the PATOLIS-e Gateway Service. Customer shall provide its own terminal, modem or any other equipment or software necessary to access the PATOLIS-e Gateway Service. Customer shall be responsible for assuring that its equipment is compatible with access requirements for the Internet, its Internet access provider, and for the PATOLIS-e Gateway Service. Customer agrees to be solely responsible for its access to the Internet. Any effect on service provided by Customer's Internet carrier, including the availability or response time of service is not the responsibility of Questel•Orbit. Further, Questel•Orbit is in no way responsible for the theft of information from the Customer or PATOLIS-e Gateway Service by unauthorized users.

**Ownership Rights.** Customer acknowledges that PATOLIS Corporation and/or Questel•Orbit and/or its Vendors and/or the Patent Publishing Organizations retain all right, title and interest under the applicable copyright laws in the information available from PATOLIS-e Gateway Service. Customer further acknowledges that this Agreement grants Customer a limited license, in exchange for payment of the fees and charges established in this Agreement, to (i) receive electronic copies of the information and (ii) make paper copies of the Information for Customer's internal use. Nothing in this agreement shall be construed to grant Customer the right to redistribute electronic or paper copies to any third party without the prior written consent of Questel•Orbit, unless otherwise required to do so by statute or regulation. The copyright in the Information and any hard copy or visual representation of Information obtained from PATOLIS-e Gateway Service belongs to PATOLIS Corporation or Questel•Orbit or its Vendors or the Patent Publishing Organizations save as otherwise indicated in relation to individual third party data providers. Customers may not use the PATOLIS-e Gateway Service or any part thereof except in the ordinary course of their own business (not including dissemination, recirculation or republication) and may not transfer, retransmit, duplicate or resell the same, except as provided herein. Customer shall abide by all laws, rules and regulations applicable to the use of such materials and all other restrictions. Customer hereby grants to PATOLIS Corporation or Vendors or the Patent Publishing Organizations the right to enforce or assert the provisions of this agreement on their own behalf.

**Products and Services.** Customer agrees that Questel•Orbit reserves the right to change or modify the PATOLIS-e Gateway Service (including features) without notice. Questel•Orbit will, from time to time, publish on its web site notices concerning the PATOLIS-e Gateway Service, or make available this information by other means. These notices may be amended and updated by Questel•Orbit within its discretion, and shall be deemed to be part of this Agreement as if fully set forth herein.

**Customer Account and User ID's.** Questel•Orbit will issue to Customer an account number and one or more User ID's. Where applicable, Customer agrees that a User ID is valid only for the location for which it is issued. Customer is responsible for the confidentiality of its User ID's. All terms and conditions of this Agreement apply to all User ID's issued under this Agreement, and Customer agrees to assume full responsibility for compliance with the terms and conditions of the Agreement, including payment for any charges incurred resulting from the use of Customer's User ID's by anyone, and for maintaining security with regard to all such User ID's. If Customer becomes aware of any unauthorized usage of its account, Customer shall notify Questel•Orbit immediately by calling its customer support number listed on the reverse side and shall confirm the notifications with any details it may have in writing, either online, or in paper format, to Questel•Orbit. Customer shall not be responsible for charges against its User ID incurred after Questel•Orbit has received such notice.

**Terms of the Agreement.** The initial term of this Agreement shall commence on the date hereof and continue for a period of twelve (12) months ("Initial Term"). Thereafter, this Agreement shall 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.

Additional User ID's may be added at any time upon written request from Customer abiding by the terms and conditions presented herein. Additional User ID's will be given the same Initial or Renewal Term as provided in the initial Agreement. Customer will be charged a prorated amount based on the month in which the new User ID(s) were added to the Agreement.

**Terms of the Agreement, General.** If either party shall default in the performance of any material provision contained in this Agreement, and such default shall not have been cured within thirty (30) days after written notice thereof shall have been given to the defaulting party, the party giving such notice, in addition to any other rights and remedies available in law or equity, may then immediately terminate this Agreement.

Customer Initials: \_\_\_\_\_

### Questel

**Charges: Payments: Suspension of User ID's.** Questel•Orbit shall invoice the Customer for all PATOLIS-e Gateway services rendered to Customer and all applicable taxes. All rates are in US Dollars or Euros and are exclusive of taxes. The total number of User ID's is contained on the PATOLIS-E Gateway Service User ID Form attached to this Agreement. Customer will be invoiced (i) User ID charges at the beginning of the Initial Term and thereafter at the beginning of each Renewal Period and (ii) usage fees at appropriate intervals. Payment is due upon receipt of the Questel•Orbit invoice. Any question or dispute concerning an invoice must be submitted in writing by facsimile or mail, by Customer within thirty (30) days after the date of invoice. All payments must be made in the currency in which the invoice is rendered. Amounts remaining unpaid for more than thirty (30) days from the date of invoice therefore shall be subject to an additional charge of 0.9% per month or the highest rate permitted by law, which ever is less. Customer agrees to pay the cost of collection of delinquent accounts including reasonable attorneys' fees. In addition Questel•Orbit may, at its sole discretion and without notice to Customer, suspend or cancel Customer's User ID's if charges are not paid when due, or if Customer is otherwise in breach of the material terms and conditions of the Agreement. A suspended or canceled User ID may be reinstated only with the approval of Questel•Orbit and may be subject to an additional service charge.

**Documentation.** Complete documentation on the use of PATOLIS-e Gateway Service is available online. Additional documentation may also be available in print format and will be provided at no charge by Customer Service upon request. All user documentation may be copied for non-commercial use.

**WARRANTY DISCLAIMER.** QUESTEL•ORBIT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PATOLIS-E GATEWAY SERVICE OR ANY INFORMATION CUSTOMER OBTAINS THROUGH THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY THAT THE INFORMATION IS ACCURATE OR COMPLETE. THE PATOLIS-E GATEWAY SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. FURTHER, QUESTEL•ORBIT DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE OF PATOLIS-E GATEWAY SERVICE. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SERVICE ARE ASSUMED BY THE CUSTOMER. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY QUESTEL•ORBIT SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

**LIMITATION OF LIABILITY.** QUESTEL•ORBIT WILL NOT BE LIABLE TO CUSTOMERS OR ANYONE CLAIMING UNDER OR THROUGH A CUSTOMER FOR ANY LOSS, INJURY, CLAIM, DAMAGE OR LIABILITY OF ANY KIND RESULTING IN ANY WAY FROM (A) CUSTOMER'S USE OF THE PATOLIS-E GATEWAY SERVICE; (B) ERRORS OR OMISSIONS IN THE INFORMATION; (C) FAILURES OR INTERRUPTIONS IN DELIVERY OF THE INFORMATION OR UNAVAILABILITY OF ALL OR ANY PORTION OF THE INFORMATION; OR (D) CONTINGENCIES BEYOND THE CONTROL OF QUESTEL•ORBIT. FURTHER, IN NO EVENT SHALL QUESTEL•ORBIT BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY CUSTOMER IN RELIANCE UPON SUCH INFORMATION RETRIEVED FROM PATOLIS-E GATEWAY SERVICE OR ANY FUTURE PATOLIS-E SERVICE. QUESTEL•ORBIT WILL NOT BE LIABLE, NOR ANYONE ELSE INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE SERVICE SHALL BE LIABLE, FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, EVEN IF QUESTEL•ORBIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR ALL USE OF THE PATOLIS-E GATEWAY SERVICE AND AGREES TO INDEMNIFY AND HOLD QUESTEL•ORBIT HARMLESS FROM ANY LIABILITY OF CLAIM OF ANY PERSON ARISING FROM CUSTOMERS USE OF THE INFORMATION.

Any cause of action concerning the PATOLIS-e Gateway Service or the information, or this Agreement, must be commenced within six (6) months after such cause of action has occurred.

**Entire Agreement.** This Agreement (including the User ID Form and other notices provided to Customer by Questel•Orbit), including updates and revisions thereto, constitute the entire agreement of the parties and supersedes any proposal or prior agreement between the parties with respect to the subject hereof. The Agreement is subject to acceptance by an authorized representative of Questel•Orbit. As used in this Agreement, Questel•Orbit shall include Questel S.A., Questel•Orbit, Inc., Orbit Online Service and its parents, subsidiaries and affiliates. Prior to the execution of this Agreement, employees of Questel•Orbit may have made oral statements about the PATOLIS-e Gateway Service or the information. Such statements do not constitute warranties nor guarantees, shall not be relied on by the Customer, and are not part of this Agreement.

**Modification of Agreement.** Questel•Orbit, upon publication on its web site, or by other written notice, may modify the terms and conditions of this Agreement respecting the PATOLIS-e Gateway Service, at any time, and all such changes shall be effective immediately when published by Questel•Orbit; however, Questel•Orbit shall provide notice to Customer in advance of or concurrent with the effective date of such changes. Questel•Orbit will be entitled to adjust the User ID charge according to the prices published on its web site, with effect only at the beginning of the next Renewal Period. This Agreement is immediately terminable by Customer upon written notice thereof to Questel•Orbit if any such change is unacceptable to Customer. Customer's continued use of the PATOLIS-e Gateway Service following publication of a change shall be conclusively deemed acceptance of such change. In the event that Customer issues a purchase order or similar instrument, it is understood that the purchase order is for Customer's internal accounting purposes only and in no way changes, modifies, adds or deletes any of the terms of this Agreement. If Customer's purchase order provides time, money and or usage limitations, it is Customer's responsibility to monitor its use of the PATOLIS-e Gateway Service to insure that it does not exceed those limitations.

**Miscellaneous.** The provisions of this Agreement are for the benefit of Questel•Orbit and its licensors, employees, and agents, and each shall have the right to assess and enforce such provisions directly on its own behalf. This Agreement shall be governed by and construed in accordance with the laws of France and subject to the jurisdiction of the Tribunal de Commerce de Grasse, France. If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, the validity and enforceability of all the remaining provisions shall not be affected thereby. The failure of either party to exercise of its rights hereunder for a breach hereof shall not be deemed to be a waiver of such rights nor shall the same be determined to be a waiver of any subsequent breach.

Customer Initials: \_\_\_\_\_

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PATOLIS-eコンテンツ利用規約  
Terms of Use Agreement for PATOLIS-e Contents

本利用規約は、株式会社パトリス指定のサービスプロバイダーが提供するゲートウェイサービスを介し、株式会社パトリスが作成・保有・管理するPATOLIS-eのコンテンツの利用条件を規定するものであり、ゲートウェイサービスを利用する全てのエンドユーザーに適用されるものです。  
エンドユーザーは、ゲートウェイサービスを介し、PATOLIS-eコンテンツにアクセスまたはダウンロードした時点で、本利用規約に同意したものと見なされます。  
This Terms of Use Agreement hereby provides the conditions of using PATOLIS-e Contents made, owned, and administrated by PATOLIS Corporation via Gateway Service provided by a Service Provider which is appointed by PATOLIS Corporation. These terms apply to all End-Users who use Gateway Service.  
End-Users shall be deemed to have agreed to Terms of Use Agreement at the time of accessing or downloading PATOLIS-e Contents via Gateway Service.

定義 / Definitions

■PATOLIS-e:  
PATOLIS-

eとは、株式会社パトリスが独自に開発、作成、提供、運用、管理する英語の特許情報オンライン検索システムのことであり、日本特許情報および日本実用新案情報のデータベースを包含します。  
"PATOLIS-e" means a patent information online retrieval system in English developed, owned, provided, administrated and operated by PATOLIS Corporation on its own. It includes databases of Japan patent information and Japan utility model information.

■サービスプロバイダー / Service Provider:

サービスプロバイダーとは、PATOLIS-eにアクセスし、PATOLIS-eのコンテンツを自らのオンラインサービスを通じエンドユーザーへ提供することができる株式会社パトリスが指定する事業者をいいます。  
"Service Provider" means a company/organization appointed by PATOLIS Corporation which is allowed to access PATOLIS-e and provide PATOLIS-e Contents to its End-Users via its own online service.

■エンドユーザー / End-User:

エンドユーザーとは、サービスプロバイダーが提供するオンラインサービスを経由してPATOLIS-eのコンテンツを使用する者をいいます。  
"End-User" means a customer who uses PATOLIS-e Contents via the online service provided by a Service Provider.

■PATOLIS-eコンテンツ / PATOLIS-e Contents:

コンテンツとは、PATOLIS-eから取得できる日本特許情報または日本実用新案情報のことであり、それは書誌情報、抄録、経過情報、図面などから構成されます。  
"PATOLIS-e Contents" mean Japan patent information and/or Japan utility model information obtainable from PATOLIS-e. They are composed of bibliographic information, abstracts, legal status information, drawings, etc..

■ゲートウェイサービス / Gateway Service:

ゲートウェイサービスとは、エンドユーザーがインターネットなど通信回線を介してPATOLIS-eのコンテンツを使用できるサービスプロバイダーが提供する有料オンラインサービスのことをいいます。  
"Gateway Service" means a fee-based online service provided by Service Provider that End-Users can use PATOLIS-e Contents via communication lines such as Internet.

Customer Initials: \_\_\_\_\_

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## 利用条件/ Conditions

1. コンテンツの著作権は、株式会社パトリスに帰属します。  
Copyrights of PATOLIS-e Contents shall belong to PATOLIS Corporation.
2. コンテンツはエンドユーザーもしくはその雇用関係にある者の調査研究の目的に供する以外は、如何なる媒体においても株式会社パトリスに無断で複製または編集して第三者に配布してはなりません。  
PATOLIS-e Contents shall be used only for the purpose of the research and study which are made by End-User (including employees of End-User). Delivering any copy or edited copy of PATOLIS-e Contents to a third party by any medium without permission from PATOLIS Corporation shall be strictly prohibited.
3. 株式会社パトリスは、コンテンツの内容またはゲートウェイサービスの利用からエンドユーザーが被った如何なる損害に対しても一切その責を負いません。  
PATOLIS Corporation assumes no responsibility whatsoever for any damages to End-User resulting from the contents from PATOLIS-e or the use of Gateway Service.
4. エンドユーザーが出力回答の利用により第三者へ対して損害を与えた場合、エンドユーザーは、自己の責任と費用において問題を解決するものとし、株式会社パトリスに如何なる迷惑または損害を与えないものとします。  
Any damages to a third party arising from End-User's use of PATOLIS-e Contents, shall be solved under End-User's own responsibility and at End-User's own expense and End-User shall hold PATOLIS Corporation harmless against any claim, damage, loss, liability or expense in this respect.
5. 本規約に違反した行為により、株式会社パトリスへ損害を与えた場合、株式会社パトリスはエンドユーザーに対して相応の賠償請求をできるものとします。  
In case PATOLIS Corporation sustains a loss from violating act of Terms of Use Agreement, PATOLIS Corporation shall have the right to claim compensation for the loss to End-User.

Customer Initials: \_\_\_\_\_

## Questel

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