



QUESTEL - Sales Administration
 BP 239
 06904 SOPHIA ANTIPOLIS, FRANCE
 Tel : 00 8000 783 783 5
 Fax : +33 (0)4 92 94 55 93
 E-Mail: help@questel.com
 European VAT: FR 04 329 326 896

The DesignFinder (QIP) Service Contract includes:
 1. the present form
 2. Terms & Conditions

Requested Start Date: ____/____/____

DesignFinder (QIP) SERVICE CONTRACT

PLEASE COMPLETE AND RETURN A SIGNED ORIGINAL TO THE QUESTEL ADDRESS MARKED ABOVE.
 FOR ASSISTANCE CALL 00 8000 783 783 5

COMPANY INFORMATION

Organization Name: _____
 Contact Person: _____ Titre/Dept : _____
 Address: _____
 City: _____ State: _____ Postcode: _____ Country: _____
Vat Number (for EU only) _____
 Phone nr: _____ Fax: _____
 E-mail Address: _____ Date: _____
 Customer Type: Commercial Non-Commercial
 Is your company currently a Questel online customer? Yes No
 If YES, please provide your current Questel Company Number _____

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 (for EU only) _____
 City: _____ State: _____ Postcode: _____ Country: _____
 Phone nr: _____ Fax: _____
 E-mail Address: _____
Payment Options: Check Enclosed Bank transfer upon receipt of invoice
 Purchase Order # (if applicable): _____

DATABASES: Basic offer includes CH, CA, DE, EM, ES, FR, GB, JP, KR, US and WO

Site license: **Global license:** **Number of User IDs:** _____

PRICE FOR SUBSCRIPTION : _____ € (For which CA= _____ €) **DURATION OF SUBSCRIPTION :** _____

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

Signed _____

Internal Use Accepted _____ Contract Issue Date _____



Terms and Conditions

DesignFinder Internet Service. Questel hereby grants to the Customer the non-transferable, non-exclusive right to gain computerized access to the DesignFinder 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 DesignFinder service by the customer is a determinant condition of the present contract. In particular, the following are strictly prohibited (i) the use of robots, automated intelligence agents, or any automated device in order to access the DesignFinder service and retrieve information from it; (ii) the systematic downloading of any DesignFinder database or significant segments of any DesignFinder database. Any such improper usage of the DesignFinder service will be deemed abuse and will result in suspension or cancellation of Customer access to the DesignFinder service. Customer shall provide its own terminal, modem or any other equipment or software necessary to access the DesignFinder 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 DesignFinder 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. Further, Questel is in no way responsible for the theft of information from the Customer or DesignFinder service by unauthorized users.

Ownership Rights. Customer acknowledges that Questel and/or its Vendors retain all right, title and interest under the applicable copyright laws in the information from various databases contained therein (the "Information"). 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, 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 DesignFinder belongs to Questel or its Vendors save as otherwise indicated in relation to individual third party data providers. Customers may not use the DesignFinder Service or any part thereof except in the ordinary course of their own business (not including redissemination, 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 Vendors the right to enforce or assert the provisions of this agreement on their own behalf.

Products and Services. Customer agrees that Questel reserves the right to change or modify the DesignFinder service (including features) without notice. Questel will, from time to time, publish on its web site notices concerning the DesignFinder service, or make available this information by other means. These notices may be amended and updated by Questel 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 will issue to Customer an account number allowing access to the DesignFinder Service in accordance with the parameters specified in the DesignFinder Service Contract form, including the maximum number of User IDs, the databases and the optional functions that the Customer will be able to access. Any addition of such contractual parameters will be subject to a prior written amendment to this agreement to be signed by the Customer and Questel, which will define the price of such additions. Customer is responsible for the confidentiality of its account number set up by Questel, and of the User IDs set up by the Customer within the authorized limit. 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 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. Customer shall not be responsible for charges against its User ID incurred after Questel has received such notice.

Limitations.

If the parameters selected by the Customer in the DesignFinder Service Contract Form include the "exports" function, the Customer is allowed to export, in total; a maximum of:(i) 100 documents at a time, and (ii) 1,000 documents during each 12-months period this agreement is valid.

Term 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 Period, as the case may be. Notwithstanding the foregoing, Questel may cancel this Agreement with thirty (30) days prior written notice to the Customer.

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.

Charges; Payments; Suspension of User ID's. Questel shall invoice the Customer for the price of the DesignFinder Service, and all applicable taxes. All rates are in Euros and are exclusive of taxes. Customer will be invoiced at the beginning of the Initial Term and of each Renewal Period. Payment is due upon receipt of the Questel 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 may, at its sole discretion and without notice to Customer, suspend or cancel Customer's account number 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 account number may be reinstated only with the approval of Questel and may be subject to an additional service charge.

Documentation. Complete documentation on the use of DesignFinder is available online. All user documentation may be copied for non-commercial use.

WARRANTY DISCLAIMER. QUESTEL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE DESIGNFINDER 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 DESIGNFINDER SERVICE DATABASE AND THE INFORMATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. FURTHER, QUESTEL DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE OF THE DATABASE. 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 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.

Customer initials _____



LIMITATION OF LIABILITY. QUESTEL 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 DESIGNFINDER 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. FURTHER, IN NO EVENT SHALL QUESTEL BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY CUSTOMER IN RELIANCE UPON SUCH INFORMATION RETRIEVED FROM THE DATABASE OR ANY FUTURE DESIGNFINDER SERVICE. QUESTEL 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 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR ALL USE OF THE DESIGNFINDER SERVICE AND AGREES TO INDEMNIFY AND HOLD QUESTEL HARMLESS FROM ANY LIABILITY OF CLAIM OF ANY PERSON ARISING FROM CUSTOMERS USE OF THE INFORMATION.

Any cause of action concerning the DesignFinder 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 other notices provided to Customer by Questel), 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. As used in this Agreement, Questel includes Questel SA, its parents, subsidiaries and affiliates. Prior to the execution of this Agreement, employees of Questel may have made oral statements about the DesignFinder 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, upon publication on its web site, or by other written notice, may modify the terms and conditions of this Agreement respecting the DesignFinder service, at any time, and all such changes shall be effective immediately when published by Questel; however, Questel shall provide notice to Customer in advance of or concurrent with the effective date of such changes. In particular, Questel will inform the Customer before the end of the Initial Term and Renewal Periods about the change in price applicable for the next Renewal Period. This Agreement is immediately terminable by Customer upon written notice thereof to Questel if any such change is unacceptable to Customer. Customer's continued use of the DesignFinder service following publication of a change in the Service 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 DesignFinder service to insure that it does not exceed those limitations.

Miscellaneous. The provisions of this Agreement are for the benefit of Questel 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 Paris. 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 _____