



Sales Administration
 BP239
 06904 Sophia Antipolis Cedex
 Fax : +33 (0)4 92 94 55 93
 VAT number : FR04 329 326 896

Paris, France (Headquarters)
 4, rue des Colonnes
 75082 Paris Cedex 02
 Phone: +33 (0)1 55 04 52 00
 Fax: +33 (0)1 55 04 52 01
clients@questel.com

Washington, DC (U.S. Main Office)
 1725 Duke Street - Suite 625
 Alexandria, VA 22314
 Phone : +1 (703) 519-1820
 Fax: +1 (703) 519-1821
help@questel.com

SERVICE CONTRACT

Please complete legibly and in full the information requested and return this form, signed and initialled, at the Sales Administration address above:

The Contract is composed of:

- the present Contract;
- its amendments;
- its appendices 1 and 2 available and updated on the web site www.questel.com or sent upon request to the Questel local representative

Company name:

Head office address:

Postcode: City: State/Province Country:

Telephone: Fax: E-mail:

Represented by:

Title / Department:

VAT liability (Europe) No Yes VAT Number:

National registration code: Sector of activity:

Invoicing address (if different from the head office address):

Name of the addressee: Department:

Address:

Postcode: City: State/Province Country:

Telephone: Fax: E-mail:

Please indicate the reference of your internal order form (if need be) to be mentioned on the Questel invoices:

User*

Name: Department:

Address:

Postcode: City: State/Province Country:

Telephone: Fax: E-mail:

*if several UserIds are required, please attach to this form a list of the additional user names, addresses, telephone numbers and emails, if different from the address and details mentioned above.

I declare - to be aware of the provisions of the Contract - and to accept them Date and place: Authorised signature Preceded by the hand written mention "read and approved"	Name and position : Company seal
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Section reserved to Questel

Customer Account UserId:

The UserId(s) and the password(s) will be forwarded to you, under separate cover, on receipt of a completed Contract, signifying acceptance of the Contract by Questel.

Initials _____



Terms and conditions

Definitions "Contract" means the present service Contract, its appendices and its eventual amendments.

"Customer Account" means the code given by Questel to the Customer in order to identify each Contract.

"UserId" means the code(s) given by Questel to the Customer in order to allow him to access to the Questel Service.

"Information" means the databases concerned by the present Contract and the data, information and other elements contained in the Service concerned by the present Contract.

"Producers" means the person entitled to the royalties and copyrights on the databases.

"Remuneration" means the price paid by the Customer to Questel in counterpart of the Service described in the present Contract.

"Service" means the provision of Service supplied by Questel within the context of this Contract.

"Appendix 1" and "Appendix 2" form part of the Contract and are available on the Questel web site.

Service According to the present Contract, Questel grants to the Customer the limited, non transferable, non exclusive right to have, during the Service hours as detailed in Appendix 1, through its server, a computer access to the databases of the Producers and which Questel is licensee or distributor, pursuant to the terms and conditions set forth hereafter.

During the performance of the Contract, the Customer must comply with the Producers conditions that are listed in Appendix 2. The Customer must also comply with the modification of the Producers conditions and their updating, that will be published periodically by Questel on its web site or by any other means.

As a licensee or distributor of the databases and Information belonging to the Producers, Questel reserves the right to modify, by addition and/or withdrawal, the databases, the Service and its functionalities, the Price List detailed in Appendix 1, the Producers conditions listed in Appendix 2, without prior notification. These modifications will be immediately applicable once published on the web site or by any other means.

The Customer commits itself to the obligations listed under the Contract and those listed in the appendices as mentioned here above. It is expressly agreed between the parties that the present Contract and its appendices will prevail against any provision mentioned in the order form of the Customer.

The Customer must use its own terminal, modem or other material.

Non transferability The Customer cannot license, sublicense, assign, transfer, what so ever, the rights he has under this Contract.

Copyright The databases and the Information concerned by this Contract are protected by the copyright and by the EC database directive 96/6/EC. The Customer recognises expressly that Questel and / or the Producers shall keep all their rights, titles or interest relating to the copyright on the databases or Information and also on any document relating to it or on any visual representation of the databases or Information obtained from the different access to the Questel Service.

Except prior express written authorisation of Questel or specific mention indicated in Appendix 1 and / or 2, the Customer is only allowed to make a sole copy of the Information obtained, for its individual internal exclusive use and only within the context of its normal business activity.

The Customer refrains from :

- copying part or all of the Information concerned by the present Contract on any paper or on an electronic support;

- doing any permanent or temporary reproduction;

- doing any translation, adaptation, arrangement or any other transformation;

- doing any kind of public distribution of the database or its copy;

- doing any communication, exposition or public representation;

- doing any reproduction, distribution, communication, exposition or public representation of the result of a translation, adaptation, arrangement or any other transformation in order to communicate these Information to third parties, for free or costly.

The Customer refrains from doing any diffusion, showing, reproduction or resale, whatsoever, of the copy of the Information under this Contract, to any third party.

Confidentiality Questel shall refrain from providing to third parties and the Producers, directly or indirectly, any Information relating to the Customer that allow them to be aware of the research done by the Customer.

Customer Account and UserId Questel will issue to the Customer, according to his demand, a Customer account and one or several UserId(s).

The present Contract applies to all UserIds given to the Customer under the Contract. The UserIds are only valid in the country where they have been issued and may be restricted from accessing certain information. The Customer is responsible for the UserId(s), including the payment of any charges relating to their use. As soon as he is aware of a non authorised use of the UserId(s), the Customer shall immediately inform Questel by any useful mean and mainly by phoning the Questel Customer Service, and confirm it by registered letter to the address at the head of this Contract. The Customer shall not be responsible for charges relating to the UserId(s) incurred after the receipt by Questel of such notice.

Appropriate use of the Service by the Customer is a determinant condition of the Contract. In particular, are strictly prohibited (i) the use of robots, automated intelligence agents, or any automated device in order to access the Service and retrieve information from it; (ii) the systematic downloading of any database or significant segments of databases of the Service. Any such improper usage of the Service may result in suspension or cancellation of Customer access to the Service.

The Customer commits himself to make its employees or agents respect the mandatory non-use of their UserId(s) after the termination, for any reason whatsoever, of their work Contract or of any other Contract they have with the Customer.

Duration The present Contract is concluded from the date of its signature by both parties, for an indeterminate period.

Termination Either party may terminate the Contract by registered letter sent to the other with a 30 (thirty) days notice.

Upon termination whatever the reason, the Customer commits himself to withdraw immediately any data he could have stored on the Service (including in the event of stored searches, terms stored to memory lists, profiles stored for selective dissemination of information).

Invoicing, payment The Service is invoiced in accordance with the detailed price list mentioned in Appendix 1.

Questel shall invoice the Customer each month, from the date on which the Contract is coming into force and in accordance with the provisions mentioned in Appendix 1. The Customer shall

notify Questel, immediately, by registered letter or fax any modification of its company name, address or user.

The Customer shall pay each Questel invoice upon receipt of it.

Invoices remaining unpaid for more than 30 (thirty) days from their issuing are considered to be overdue and their amounts shall automatically be subjected to an interest equal to the interest rate mentioned in Appendix 1. The Customer agrees to pay the eventual recovery costs due to late payment, including the attorney's fees. All payments must be made in the currency in which the invoice is rendered in accordance with the Appendix 1 and with the added indication on the invoice.

The Customer agrees to pay all the banking costs and commissions due to the payment of the invoices. Questel is entitled to keep all credits, which have not been deducted by the Customer during two years from their origin date. Questel may, at its sole discretion and without notice to the Customer, suspend or cancel the UserId(s), if invoices are not paid when due, if the Customer is in breach of the terms and conditions of the Contract, or if the Customer's UserId(s) is (are) not used for a period of six consecutive months. The suspended or cancelled UserId(s) may be reinstalled only after the approval of Questel and full payment of the invoices and any other additional Service charges.

The Customer must send any question or dispute concerning an invoice within 30 (thirty) days of the invoice date, in writing to the Customer Service at the address mentioned at the head of the Contract. The Customer shall in any case pay the amount of the invoice he does not contest.

Questel is entitled to ask the Customer to pay a deposit, which is repayable on Customer's request upon termination of the Contract after having deducted any amount due to Questel.

Warranty disclaimer Questel AND THE PRODUCERS DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE QUESTEL ONLINE SERVICE OR ANY INFORMATION CUSTOMER OBTAINS THROUGH THE SERVICE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY THAT THE INFORMATION IS ACCURATE OR COMPLETE. THE QUESTEL ONLINE SERVICE AND THE INFORMATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. FURTHER, QUESTEL AND THE PRODUCERS DO NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICE. THE ENTIRE RISK AS TO RESULTS AND PERFORMANCE OF THE SERVICE IS ASSUMED BY THE CUSTOMER. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY QUESTEL OR THE PRODUCERS OR ANY OF THEIR EMPLOYEES OR OTHER PERSON 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 NEITHER QUESTEL NOR ANY OF ITS PRODUCERS WILL 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 QUESTEL SERVICE AND THE INFORMATION SUPPLIED BY QUESTEL OR ANY PRODUCERS; (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; (D) THE CONTENT OF THE INFORMATION; (E) CONTINGENCIES BEYOND THE CONTROL OF QUESTEL OR PRODUCERS; OR (F) ANY OTHER MATTER ARISING IN CONNECTION WITH THE AGREEMENT. FURTHER, IN NO EVENT SHALL QUESTEL OR ITS PRODUCERS BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY CUSTOMER IN RELIANCE UPON SUCH INFORMATION RETRIEVED FROM THE DATABASES AND THE QUESTEL ONLINE SERVICE.

NEITHER QUESTEL, THE PRODUCERS, THEIR RESPECTIVE PARTNERS, OFFICERS, EMPLOYEES OR AGENTS, NOR ANYONE ELSE WHO HAS BEEN 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 OF OR INABILITY TO USE THE SERVICE EVEN IF QUESTEL OR A PRODUCER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR ALL USE OF THE QUESTEL ONLINE SERVICE AND AGREES TO INDEMNIFY AND HOLD QUESTEL AND THE PRODUCERS HARMLESS FROM ANY LIABILITY OR CLAIM OF ANY PERSON ARISING FROM CUSTOMER'S USE OF INFORMATION.

SHOULD QUESTEL BE FOUND LIABLE, FOR ANY REASON WHATSOEVER, THE POSSIBLE DAMAGES CHARGEABLE TO QUESTEL WILL NOT EXCEED THE TOTAL AMOUNT INVOICED TO CUSTOMER IN THE LAST 12 (TWELVE) MONTHS PERIOD WITHIN THE FRAME OF THE CONTRACT.

Ideas and materials Any idea, concept or material submitted to Questel by the Customer relating to the Service will become Questel property. Questel will decide to exploit it or not, in any case no indemnity has to be paid to the Customer.

Entire agreement The present Contract contains the entire agreement and understanding of the parties with respect to its subject matter. It cancels and replaces any prior Contract on the same matter.

Invalidity If any provision of this Contract shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Contract and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves to the greatest extent possible their common intention.

Law - Jurisdiction If the Customer is a resident in Asia, North America, South America or Oceania, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, applicable to agreements made and performed in Virginia; if the Customer

is a resident of any other country, 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 of Grasse or Paris.

Questel and the Customer agree to do their best to settle their eventual difference relating to the Contract out of court. If no amicable arrangement has been found, the parties agree to submit their difference to the competent court.