
FIRST TO FILE HOSTED - TERMS

1. DEFINITIONS AND APPLICABLE TERMS

1.1 For purposes of this Order, capitalized terms shall have the meaning ascribed to them in the General Terms and as set out in this Order.

1.1.1 **Commercial Order Form** means the order form signed by the Parties which incorporates these terms, which collectively form your Order.

1.1.2 **Number of Active Cases** means with respect to each Software Module, the number specified in the relevant Order of intellectual property registration cases or files (either pre- or post-grant) that are have not lapsed, expired or have been abandoned.

1.1.3 **Start of Service Date** means the date specified by the parties in the Commercial Order Form or, if different, the date on which the Software is available in a live environment.

1.1.4 **User Guide** means the online user guide for the Service, accessible via Customer's account on Service, as updated from time to time.

1.2 This Order incorporates the General Terms along with the Supply Specific Terms available at <https://www.cpaglobal.com/general-terms-of-business> or as incorporated into any prior Order in force between the Parties or as otherwise superseded by a customer agreement in writing between the Parties.

1.3 We currently use the Amazon Web Service cloud infrastructure for its technological environment for the Services. Accordingly Customer shall comply with the obligations of "you" that are set forth in the AWS Customer Agreement which is currently located at <http://aws.amazon.com/agreement> in its capacity of End User under such terms.

2. SERVICES DESCRIPTION

2.1 The Service comprises:

2.1.1 The online, Web-based application provided by us via our dedicated website or such other designated websites or URL(s) as may be notified to the Customer by us;

2.1.2 Basic support to Users, at no additional charge; and

2.1.3 Our using commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which we shall give notice via the Service and which we shall schedule to the extent reasonably practicable during the weekend hours from 6:00 p.m. PT Friday to 3:00 a.m. PT Monday).

2.2 The Service does not include and the Customer is responsible for all activities that occur in User accounts and for Users' compliance with this Agreement. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data and for the use and confidentiality of any required passwords.

3. FEES AND BILLING

3.1 Customer shall pay the One-off Fee on the Order Effective Date and thereafter from the Start of Service Date Customer shall pay the Annual Subscription Fee set forth in the Commercial Order Form in advance annually, in accordance with the payment terms in the General Terms.

3.2 All fees are quoted and payable in the currency specified in the Commercial Order Form. Except as otherwise specified herein, payment obligations are non-cancellable, fees paid are non-refundable, and the subscription purchased cannot be decreased during the relevant Initial Subscription Term.

3.3 In any event we shall be entitled to increase the applicable Fees on each anniversary of the Start of Service Date by no more than the consumer prices index published by the World Bank for the relevant Country in which the Customer resides or 5% whichever is the greater.