

# FOUNDATIONIP 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 the Supply Specific Terms.
- 1.2. **Commercial Order Form** means the order form signed by the Parties which incorporates these terms, which collectively form your Order.
- 1.3. 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 or as incorporated into any prior Order in force between the Parties or otherwise superseded by a customer agreement in writing between the Parties.
- 1.4. **Active or Inactive Cases** means with respect to each Module, the number specified in the relevant Order of intellectual property registration or contract cases or files (either pre- or post-grant) whether or not they have lapsed, expired or have been abandoned.
- 1.5. **File** means a unit for billing that is based on a single patent or invention disclosure file stored by Customer in the Service. All other files (e.g. trademark, contracts) are invoiced at 1/3 the rate of a File. For example, a File = 1 patent file or 3 trademark files.
- 1.6. **Start of Service Date** means the date specified by the parties in this Order or, if different, the date on which the Software is available in a live environment

## 2. SERVICES DESCRIPTION

### 2.1. Core Service

We shall provide the FoundationIP Service to you as set out in our specifications.

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.

### 2.3. Optional Services

2.3.1. The following clauses 2.3.2 and 2.3.3 only apply if you have opted to take the relevant functionality as set out on the Commercial Order Form.

#### *IP Forecaster*

2.3.2. The Service comprises:

- 2.3.2.1. 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;
- 2.3.2.2. basic support to Users, at no additional charge; and
- 2.3.2.3. Us 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 outside of office hours from 9:00 a.m. to 5:30 p.m. (UK time), Monday to Friday (excluding bank and public holidays)).

#### *First To File*

2.3.3. The Service comprises:

- 2.3.3.1. 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;

2.3.3.2. basic support to Users, at no additional charge; and

2.3.3.3. We using commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which FTF shall give notice via the Service and which FTF 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).

## 2.4. Setup Services

2.4.1. Customer's Service will be set up in accordance with Schedule 1 to this Order attached to the Commercial Order Form.

2.4.2. We shall provide Setup Services to create Customer's presence within our system to enable Customer to begin using the hosted Services including: establishing system administrator rights; creating the our basic structure and functionality; inviting Customer's organization into the application and if a renewals customer; and establishing contacts, roles and settings for integration with our renewals system. At Customer's option, we shall provide initial branding services (Customer identification and logo) for Customer's hosted Services.

## 2.5. Law Update Services

Subject to payment of the Fees, as part of the initial implementation of the Service, we will provide law settings for certain system rules related to intellectual property legislation around the world and updates to such settings (the Law Update Service) in accordance with Exhibit C, attached.

## 3. FEES AND BILLING

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3.1. Customer shall pay the One-off Set-up Fee on the Order Effective Date and thereafter from the Start of Service Date we shall

invoice the Customer via email and the Customer shall pay the relevant Subscription Fee monthly. We shall be entitled to invoice the Overage Charge as set out on the Commercial Order Form. Customer may reduce its number of Files to prevent or mitigate Overage Charges by deleting a File (or portion thereof) and purging such File via the 'Deleted Matters' section of the Setup screen or as otherwise communicated by us to Customer.

3.2. We shall be entitled to change the applicable Fees upon sixty (60) days' notice to Customer at any time after the Initial Fee Duration as specified on the Commercial Order Form. The License Level is based upon estimated Customer use and storage requirements

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 the greater.

## EXHIBIT A

### SERVICE LEVELS, SUPPORT AND MAINTENANCE

#### 1. SERVICE LEVELS

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1.1. We shall endeavour to provide 100% System Uptime.

1.2. **System Uptime** is the percentage of time per calendar month that our application is available for access to its customers:

$$\frac{43200 \text{ minutes} - \text{Website Downtime (in minutes) per calendar month}}{43200 \text{ minutes}} \times 100$$

System Uptime per calendar month (Website Downtime (in minutes) per calendar month)	Credit Percentage
98 to 100% (Less than or equal to 864 mins)	0%
95% - 97.9% (Less than or equal to 2,160 mins but greater than 864 mins)	25%
50% - 94.9% (Less than or equal to 21,600 mins but greater than 2,160 mins)	50%
0% - 49.9% (Greater than 21,600 mins)	100% – Uptime %

#### 2. SERVICE CREDITS AND MAINTENANCE

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2.1. Provided that Customer notifies Supplier through its support channels below of any disruptions in service, we will issue a credit to Customer in accordance with the above table for the calendar month in which the reduced uptime occurred calculated as follows:

$$\text{Credit Percentage} \times \text{Monthly service charge paid for the affected Services.}$$

2.2. Customer shall not receive any credits under this Agreement in connection with any failure or deficiency of system availability caused by or associated with:

2.2.1. Scheduled maintenance and scheduled system upgrades. We shall make commercially reasonable efforts to schedule maintenance and system upgrades during the weekends and not during Customer's regular business hours (i.e. after regular end of business Pacific Time and before start of business Eastern Time). Emergency patches are not considered to be schedule maintenance. Problems with Customer's hardware, software, internet connectivity or other problems within the control of Customer.

2.2.2. Telecommunications failures, domain name system (DNS) and domain name registration problems, general internet problems and other problems outside our control.

### 3. SUPPORT

3.1. We shall provide support and maintenance for the Service, including help line support and ongoing updates of the Service. Our standard level of support is provided during the standard business hours of 8:00 AM to 8:00 PM Eastern Standard Time, Monday through Friday, excluding holidays. This standard level of support is provided at no additional charge. We encourage Customer to provide comments to us regarding the performance of the Service, including reporting any errors in the Service, and to suggest improvements to the Service.

3.2. Customers requiring support should contact us via one of the following methods:

3.2.1. **Client Access Portal** The preferred method for a Customer to log Support requests is via the Client Access Portal. When the request is entered via this method, an automatic email notification is sent to the Support Team. We acknowledge and provide a ticket number for each request entered in the Client Access Portal.

3.2.2. **Email** E-mail requests come into our support email box. We request that Customers only use email if the Client Access Portal is not available. The email box should not be used for emergency requests. Email requests are handled as follows

3.2.2.1. Email enquires are routed into the call tracking system in the same manner as a telephone call;

3.2.2.2. With the basic level of service, we monitor the email box during its US business hours; we acknowledge and provide a ticket number for each email received.

3.2.3. **Telephone** Telephone requests come into our support center call number and call loop. The business hours for the Support Call Center are 8:00 AM to 8:00 PM Eastern Standard Time, Monday through Friday, excluding holidays

**We shall use commercially reasonable efforts to respond to a support request as follows\*:**

Level	Definition	Criteria	Example	Response Due	Support Obligation
1	Critical problem	<p>There is no reasonable work-around AND one of these:</p> <ul style="list-style-type: none"> <li>The problem has a possibility of causing malpractice.</li> <li>The problem has an adverse financial impact on customers.</li> <li>Failing to fix it will cause significant additional effort for Supplier.</li> <li>The problem has an adverse effect on a significant number of customers.</li> </ul>	<p>The system is down</p> <p>The system is allowing users access greater than the rights given them</p>	<p>Initial: 4 hours (15 minutes for down system)</p> <p>Follow-up: 1 day</p>	<p>Immediate and continuous good faith efforts until the problem is resolved or a reasonable work-around is achieved. A workaround is only a temporary fix. Supplier will continue its efforts until the problem is corrected and will communicate with customer progress towards resolution until resolved.</p>

Level	Definition	Criteria	Example	Response Due	Support Obligation
2	Urgent problem	<ul style="list-style-type: none"> <li>• Potential compliance issues</li> <li>• Impacts large number of customers</li> <li>• Cumbersome or impractical workaround</li> <li>• Level 3 or 4 escalated by management</li> </ul>	The billing function is losing billing data when a customer enters a flat fee with a decimal point.	Initial: 24 hours  Follow-up: 2 days	Prompt and diligent continuous good faith efforts by appropriately skilled personnel until the problem is resolved or a reasonable work-around is achieved at which time the customer will be notified.
3	Not a critical or urgent problem	<ul style="list-style-type: none"> <li>• Most software problems fall into this category</li> <li>• Not urgent, but is causing a problem for the customer</li> <li>• Level 4 escalated by management</li> </ul>	A hypertext link is not working requiring manual navigation	Initial: 48 hours  Follow-up: 7 days	Reasonable efforts to correct the reported error as appropriate
4	Scheduled at Supplier's discretion. Will be included in an upcoming release but typically not the next release.	<ul style="list-style-type: none"> <li>• Minor cosmetic changes</li> <li>• Minor changes specific to one customer (i.e. because of unique file numbering scheme or other matter.)</li> </ul>	When printing a report the font size occasionally changes	Initial: 48 hours  Follow-up: 7 days	

\*This table reflects our current guidelines; we reserve the right to change its support response times and categories as part of its normal business practices.

## **EXHIBIT B**

### **FOUNDATIONIP SECURITY FEATURES**

#### **Physical Security**

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24-hour physical security, palm print and picture identification, redundant electrical generators, redundant data center air conditioners, redundant data pipes, and other backup equipment designed to keep servers continually up and running.

#### **Perimeter Defense**

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The perimeters of our production servers are protected by firewalls and intrusion detection systems developed by leading security vendors and maintained by personnel who continuously monitor access to, and are trained to execute defensive maneuvers against, any unauthorized access attempts.

#### **Operating System Security**

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We enforce operating system-level security by using a minimal number of access points to all production servers. All operating systems are hardened by disabling or removing all unnecessary users' accounts, protocols, and processes. All remaining system-level accounts are password protected.

#### **Database Security**

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The database itself is protected by a layer of separation from the server so that break-ins at that level do not automatically compromise back-end data. Connections to the database go through an added level of user authentication and other security processes that allow access only by our staff and authorized database administrators.

#### **Secure Transmissions**

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All communications occur over 128-bit secure socket layer (SSL) protocols.

#### **User Authentication**

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We provide users access to the Services only with valid usernames and password combinations. The login process also occurs through a session that is encrypted via SSL during transmission. Repeated attempts to guess a username/password combination result in the perpetrator being locked out of the user session.

#### **Encryption of Request Parameters**

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Our security model uses randomly generated and frequently changing keys to encrypt identifiers of all entities being accessed through the browser. This prevents one user from accessing other users' data by mimicking browser commands with calculated entity identifiers.

### **Roles-Based Access**

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We use a sophisticated roles-based architecture for ensuring that authenticated users only have access to data for which they are authorized. Custom roles can be created in an organization with authorization privileges granted to view and/or modify only selected pieces of information associated with an organization or a matter.

### **Database Encryption**

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Key information such as passwords are encrypted using encryption technology so that passwords cannot be stolen and used to access the system.

## EXHIBIT C

### LAW UPDATE SERVICE SCHEDULE

#### 1. Scope of Service

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1.1. The following definitions shall apply in this schedule:

*Core jurisdictions* shall mean Australia, Canada, Germany, United Kingdom, United States of America, European community (trademarks and designs only), European Patent Office (patent applications only), Madrid Agreement and Protocol (international trademarks only), Patent Co-operation Treaty (international patent applications only).

*Other jurisdictions* shall mean those countries and other IP jurisdictions in respect of which we are or become aware of law settings for individual types of intellectual property.

1.2. Except where otherwise stated, the law update service covers patents, trademarks, designs and utility models/innovation patents/short term patents.

1.3. We shall provide the law settings as automatic calculations of certain dates relevant to the prosecution and maintenance of intellectual property rights in accordance with the types of intellectual property and jurisdictions set forth in the table below. We shall endeavour to provide law settings for further jurisdictions as it becomes aware of them. We will also endeavour to enhance the law update service from time-to-time, such that its scope may change and the jurisdictions included within the definition of core jurisdictions and other jurisdictions may be revised from time to time.

ASPECT OF RULE OR LAW	JURISDICTION COVERED
Priority deadline	Paris Convention jurisdictions
Deadline for filing priority documents	Core jurisdictions
Primary prosecution deadlines and action including formality deadlines, examination request deadlines, official action deadlines and use requirements (trademark applications)	Core jurisdictions
Opposition deadlines	Core jurisdictions
Renewal payment deadlines	Core and Other jurisdictions
Grace periods for renewal payments	Core and Other jurisdictions
Nominal working requirements (where applicable)	Core and Other jurisdictions
Proof of use requirements (trademarks)	Core and Other jurisdictions
Member states	Core jurisdictions

#### 2. Terms of supply

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2.1. At intervals, we shall provide updates in order to assist Customer in maintaining the timeliness of the settings in Customer's database, mitigating the natural effect of Customer's law settings becoming out of date over time, and reducing the extent to which these settings are incomplete.



The law update service takes advantage of the economies of scale in our ability to provide such updates to our customers generally.

- 2.2. The law update service includes telephone and email support in respect of law setting issues, and a range of additional chargeable supplies is available, including on-site training and data review. At intervals, we will automatically apply the law update release settings in the Service. Customer must ensure that the settings provided by the law update service are correctly integrated for use with Customer's own settings. Customer remains professionally responsible for ensuring the accuracy of data content and date setting within its diary system, notwithstanding the provision of the law update service.
- 2.3. The law update service does not constitute legal advice and no attorney-client relationship is created by its supply. Because the rules applicable to date calculations in different jurisdictions are constantly changing, the law update service is not at the time of its supply, and by its nature never will be, complete, comprehensive or fully up to date. While we will take reasonable steps for the timely transfer of law settings, neither the completeness nor the accuracy of the information provided is warranted and in particular, but without limitation, the terms of Clause 9 of the General Terms apply to the law update service.