

## IPENDO 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.
- 1.2. **Commercial Order Form** means the order form signed by the Parties which incorporates these terms, which collectively form your Order.
- 1.3. **Licensed Cases or 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.
- 1.4. **Super User** means a User specifically assigned to the role as Ipendo Platform™ expert within Customer's organization to coordinate setup and configurations of Customer's Ipendo Platform™ account; and answer internal User questions as a first line of support.
- 1.5. **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.
- 1.6. This Order incorporates the General Terms along with the Supply Specific Terms 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 or as incorporated into any prior Order in force between the Parties or as otherwise superseded by a customer agreement in writing between the Parties.

### 2. SERVICES DESCRIPTION

*Core Service*

2.1. In this Order Service means:

- 2.1.1. the online intellectual property practice management system modules accessible via the web site operated by us through which the Service is made available to Customer (or any other designated web site or IP address) described in:
  - 2.1.1.1. this Order; and
  - 2.1.1.2. the specifications set forth in the Ipendo help screens and any documentation for the Service (as such may change from time to time), and
  - 2.1.1.3. any ancillary services rendered to Customer by us, to which Customer is being granted access under this Order, including;
  - 2.1.1.4. the Ipendo Technology;
  - 2.1.1.5. optional software functionality other than the Ipendo software; and
  - 2.1.1.6. the information made available to the Customer in the course of using the Service comprising any audio or video information, documents, downloadable or online software modules, and other products and services.

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.

2.4. Service available for Customer's use and Customer has been notified of the availability of the Service, we will make the Service available to Customer.

2.5. We shall provide the **Implementation Services** as set out in Scheduled 1 as attached with the Commercial Order Form. Ipendo's completion of the Implementation Services is subject to Customer's fulfilment of Customer obligations described in Schedule 1 as attached with the Commercial Order Form.

## 2.6. Optional Services

2.6.1. The following clauses only apply if you have opted to take the relevant functionality as set out on the Commercial Order Form.order

### IP Forecaster

2.6.2. The Service comprises:

2.6.2.1. 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;

2.6.2.2. Basic support to Users, at no additional charge;

2.6.2.3. 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

2.3. Under the terms of this Order, beginning on the date upon which we make the applicable

9:00 a.m. to 5:30 p.m. (UK time), Monday to Friday (excluding bank and public holidays)). *First To File*

2.6.3. The Service comprises:

2.6.3.1. 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;

2.6.3.2. Basic support to Users, at no additional charge;

2.6.3.3. 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 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).

## 3. LAW UPDATE SERVICES

3.1. In the law update service the following definitions shall apply:

*Core jurisdictions* shall mean Australia, Canada, China, 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. Except where otherwise stated, the law update service covers patents, trademarks, designs and utility models/innovation patents/short term patents.

3.2. 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, official action deadlines and use requirements (trademark applications)	Core jurisdictions
Opposition deadlines	Core jurisdictions
Renewal payment deadlines	Core and Other jurisdictions

ASPECT OF RULE OR LAW	JURISDICTION COVERED
Grace periods for renewal payments	Core and Other jurisdictions
Nominal requirements applicable)	working (where Core and Other jurisdictions
Proof of use requirements (trademarks)	Core and Other jurisdictions
Member states	Core jurisdictions
Examination Deadlines	Request All Jurisdictions

3.3. 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.

3.4. 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.

3.5. 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.

#### 4. FEES AND BILLING

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- 4.1. We will invoice via email and Customer shall pay:
  - 4.1.1. the One Off Set Up Fee stated on the signature page in the amounts 50% on signature; 50% after implementation;
  - 4.1.2. at the beginning of each quarter from the Start of Service Date for subsequent Fees.
- 4.2. Customer will pay us within thirty (30) days of the receipt of the invoice.
- 4.3. Upon termination or expiration of this Order all Fees with respect to the final billing cycle, or remaining portion thereof, and any other outstanding Fees, are due and payable immediately in full.
- 4.4. We shall be entitled to increase the Fees following the Initial Subscription Term on sixty (60) days' notice to the Customer.
- 4.5. In addition to the reasonable expenses under Clause 4.3 of the General Terms, we shall be entitled to charge a *per diem* charge of Euro 50 for each Ipendo consultant engaged pursuant to this Order.
- 4.6. 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.

## EXHIBIT A

### SERVICE LEVELS, SUPPORT AND MAINTENANCE

#### 1. SERVICE LEVELS

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- 1.1. We will endeavour to provide 100% System Uptime.
- 1.2. *System Uptime* is the percentage of time per calendar month that the Ipendo application is available for access to its customers:

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

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% – System Uptime %

#### 2. SERVICE CREDITS AND MAINTENANCE

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- 2.1. Provided that Customer notifies us 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:

*Credit Percentage x 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

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3.1. We shall provide support and maintenance for the Service, including help line support and on-going updates of the Service. Our standard level of support is provided during the standard business hours of 8:00 AM to 17:00 PM Central European 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. *Community.* The preferred method for a Customer to log Support requests is via the Community currently at [ipendosupport@cpaglobal.com](mailto:ipendosupport@cpaglobal.com). 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 Community 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 business hours in Sweden; We acknowledge and provide a ticket number for each email received.

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

Incident Severity	Description		
Severity 1:	Critical Outage, Non-Availability of the Software service to all Users.		
Severity 2:	Major Degradation of the Software service, other than Non-Availability.		
Severity 3:	Minor Service related or Individual Customer Incidents.		
Severity 4:	Non Service- or Customer-affecting queries.		

### 3.4. Service Levels

Unless we instruct otherwise, Customer shall report Incidents and seek support by using the following support tiers:

Service Level	Means of contact	Description
Tier 1 Support	<a href="mailto:ipendosupport@cpaglobal.com">ipendosupport@cpaglobal.com</a> (email)	Use <i>Tier 1 support</i> when the Software service is disrupted, error messages are displayed in the Software service or the Software service is not perceived to function according to its online manual.
Tier 2 Support (Applicable if specifically mentioned in the Commercial Order Form)	Account manager via email (details within your Commercial Order Form)	Use <i>Tier 2 support</i> for queries regarding Customer specific configurations and general functionality. Tier 2 support may only be accessed by Customer's Super Users(s) as per the Service Level Specification.

### 3.5. Incident Management

Severity	Response time	Resolution times	Tier
Severity 1	2 hours	8 hours (Forecast notice of restart within 4 hours)	1
Severity 2	3 hours	12 hours (Forecast notice of full service within 6 hours)	1
Severity 3	24 hours	48 hours (Suggested resolution)	1 or 2
Severity 4	48 hours	N/A	3

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