



**CPA GLOBAL PATENT RESEARCH, LLC
TERMS & CONDITIONS**

These Terms and Conditions for Patent Research Services form the general agreement ("Agreement") between the parties that governs the performance of the patent research and related services ("Services") CPA Global performs for you ("Customer"). CPA Global's receipt of a purchase order or instructions to perform the Services shall constitute Customer's unqualified acceptance of the terms and conditions of this Agreement. Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SCOPE OF SERVICES. Pursuant to the terms and conditions of this Agreement and as specified on a quote, Statement of Work ("SOW") or other order documentation (each, an "Order"), CPA Global technical staff will conduct prior art research at the request of Customer. Services, as more further described in Schedule 1 below, include (a) patentability/novelty searches; (b) state of art/landscape searches; (c) freedom to operate/clearance searches; (d) validity/invalidity searches; (e) accelerated exams; (f) current awareness/alerting services, and (g) other miscellaneous searches and patent engineering services.

All searches are performed on English language resources, however, from time-to-time, various specific language searching (e.g. German, French, Italian, Japanese, etc.) may be agreed upon in a Order. The precise nature and scope of the Services to be provided to Customer by CPA Global shall be agreed between the parties and specified in each Order. Each Order shall also set out the Deliverables and Fees for undertaking the Service. Once an Order is agreed upon by the parties, no changes to the Service or Order will be valid except by mutual agreement of the parties in writing. For the purposes of this Agreement, "in writing" shall include electronic communications; for example email, facsimile, and electronic Orders. The Services shall commence on the date set out in the applicable Order and shall, subject to earlier termination in accordance with the terms hereof, continue in operation until completion of the Services.

2. DELIVERABLES. The Deliverables will be set out in each applicable Order. Customer acknowledges that the Deliverables are (a) supplied by CPA Global solely for use by only Customer and CPA Global expressly excludes any liability arising from the use of the Deliverables by any third party, and (b) prepared using data and information obtained from Customer and/or third parties. While CPA Global is not aware of any errors or omissions in such data and information and, save for manifest errors and subject to Section 10, CPA Global expressly excludes any liability arising from the existence of such errors or omissions subject always to CPA Global's warranty set out at Section 6.

3. CUSTOMER'S OBLIGATIONS

3.1 Customer shall be responsible for specifying fully and clearly its requirements from the Services and the Deliverables. Customer shall promptly provide CPA Global with all information, data, reports and other materials that CPA Global may reasonably require from time-to-time to facilitate the performance of the Services. Customer warrants that all such information, representations, data, reports and other materials is/are accurate and complete and that Customer is entitled without recourse to any third party to provide the same to CPA Global for CPA Global's use in connection with the Services.

Unless specified otherwise in an Order, CPA Global may perform some or all of the Services using resources from its global offices. Customer shall be responsible for notifying CPA Global by specifying in each Order if any information, data, reports and other materials that Customer provides to CPA Global to facilitate the performance of the Services are subject to export control and/or data privacy laws or regulations.

CPA Global's ability to perform its obligations under this Agreement may be dependent on Customer fulfilling its obligations. To the extent that Customer does not fulfill any of its obligations under this Agreement, then (without prejudice to CPA Global's rights and remedies), CPA Global will be relieved of its obligations to Customer to the extent that CPA Global is prevented from or hindered in performing the Services in accordance with the Agreement.

4. FEES AND EXPENSES. In consideration of the Services and Deliverables to be supplied by CPA Global hereunder, Customer shall pay to CPA Global in immediately available funds the fees specified in the applicable Order (the "Fees"). In addition to the Fees, Customer shall reimburse CPA Global for all reasonable expenses incurred by CPA Global in the course of performing the Services, including, without limitation, expenses for databases, document copies, and mailings used in, made or performed in connection with the Services. Customer shall pay CPA Global's invoices in full within 30 days of the invoice date by transferring the invoiced amount into a



bank account nominated by CPA Global. Time shall be of the essence of payment and shall accrue on late payments in an amount equal to the lesser rate of 1.5% per month or the maximum rate permitted by law, until Customer pays such past due amount together with all accrued interest.

All sums referred to in this Agreement are payable in full without deduction, withholding or set-off for any reason whatsoever and are exclusive of value added tax and any other duty or tax, which shall (if and to the extent applicable) be payable by Customer in addition to the Fees. If Customer is overdue with any payment hereunder then, without prejudice to CPA Global's other rights or remedies, CPA Global shall have the right to suspend performance of any part or parts of the Services until CPA Global has received payment of the overdue amount together with any accrued interest. If in CPA Global's opinion Customer's creditworthiness deteriorates before completion of performance of the Services CPA Global may require full or partial payment of all Fees and expenses prior to performance or the provision of security by Customer. CPA Global shall be entitled to set-off any amount owed by Customer to CPA Global against any amount owing from CPA Global to Customer. The Fees are based on the assumptions and Services described in an Order; CPA Global reserves the right to change the Fees if any assumptions are untrue and/or Customer requests a change in the scope of Services.

5. CONFIDENTIALITY. Each party undertakes to treat as confidential and keep secret all information conveyed to the other party which is marked or stated to be "Confidential" at the time of disclosure, or which by its nature the receiving party ought reasonably to expect the disclosing party would regard as confidential (hereinafter collectively referred to as "Confidential Information") and use such Confidential Information solely for the purpose of fulfilling its obligations or exercising its rights hereunder.

The receiving Party shall not without the prior written consent of the disclosing party divulge any part of the Confidential Information to any person except to the receiving party's and its affiliates' employees, and its agents ("Representatives") and then only to those Representatives who need to know it to perform or receive the benefit of the Services. The receiving party shall ensure that such Representatives are bound by the material requirements of this Section 5 or a pre-existing confidentiality agreement with comparable terms. The receiving party shall use the same degree of care to protect the disclosing party's Confidential Information used to protect its own confidential information, but no less than a reasonable degree of care. The receiving party shall promptly notify the disclosing party if it becomes aware of any breach of confidence by any recipient of the Confidential Information and shall give the disclosing party all reasonable assistance at the disclosing party's own expense in connection with any proceedings which the disclosing party may institute against such recipient for breach of confidence.

Confidential Information shall not include any information which (a) is at the time of disclosure, or subsequently becomes, publicly known except by breach of this Agreement; (b) is obtained from a third party under no obligation of confidentiality to the disclosing party; or (c) is independently developed by the receiving party. In the event that the receiving party is compelled by law or is required to act in compliance with the legal requirement of a governmental agency to disclose the Confidential Information to any third party, the receiving party shall provide the disclosing party with reasonable notice of any disclosure and comply with any reasonable instructions of the disclosing party as to such disclosure. The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination of this Agreement.

6. WARRANTY; REMEDY. CPA Global warrants that the Services will be carried out with reasonable skill and care in accordance with the terms of this Agreement. In the event of a breach of the foregoing warranty, CPA Global's sole and exclusive obligation to Customer shall be to re-perform the affected portions of the Services or refund to Customer the amounts paid to CPA Global for the affected portion of the Services.

The foregoing warranty and remedy and other express terms of this Agreement are in lieu of all CPA Global's warranties, conditions, terms, undertakings and obligations that would but for this clause be implied by statute, common law, custom, trade usage, course of dealing or otherwise, including any condition of satisfactory quality or fitness for a particular purpose whether or not any purpose has been notified to CPA Global, all of which are hereby excluded to the fullest extent permitted by law.

7. PROPRIETARY RIGHTS. Each party shall retain all right, title and interest in and to its pre-existing property ("Pre-existing Property") and any improvements thereto. To the extent Pre-Existing Property is required for performance/receipt of a particular Service, the terms governing the use of such Pre-Existing Property will be specified in the applicable Order.



Subject to CPA Global's retention of its rights in its Pre-Existing Property as provided above and unless specified otherwise in a Order, all Deliverables shall be considered a "work made for hire" for Customer under applicable copyright law. To the extent any Deliverables do not qualify as a work made for hire, CPA Global, subject to retention of its rights in any Pre-Existing Property as provided above, CPA Global hereby assigns and will assign to Customer all of its worldwide right, title and interest in and to the Deliverables, including all intellectual property rights in the Deliverables. At Customer's request and expense, CPA Global will sign documents and take any other action reasonably necessary to evidence, perfect or protect Customer's rights in the Deliverables. At Customer's request and expense, CPA Global will cooperate with Customer in the filing and prosecution of any copyright, trademark or patent applications that Customer may elect to file on the Deliverables or inventions and designs relating to the Deliverables.

For the avoidance of doubt, provided a party does not breach any confidentiality obligations to the other party nor infringe the other's intellectual property rights, nothing in this Agreement shall (a) prohibit CPA Global from using its Pre-Existing Property to provide Services and deliverables to third parties, even if such services and/or deliverables are the same or substantially similar to those Services and/or Deliverables provided herein, or (b) prevent Customer from purchasing services and/or deliverables from third parties that are the same or substantially similar to those Services and/or Deliverables provided herein. Likewise, each party may reuse knowledge or expertise gained by that party during the course of performance or receipt of the Services, provided such party does not breach any confidentiality obligations to the other party.

8. INDEMNIFICATION. Customer shall indemnify, defend and hold harmless CPA Global against all liabilities, costs, damages and expenses incurred by CPA Global in respect of or in connection with any proceedings or claims against CPA Global based upon or arising from (a) the rights of third parties in materials or information provided by Customer to CPA Global for the purpose of enabling CPA Global to perform its obligations under this Agreement; and (b) Customer's failure to notify CPA Global pursuant to Section 3 of any export, data privacy or security clearance restrictions on the materials or information provided by Customer to CPA Global for the purpose of enabling CPA Global to perform its obligations under this Agreement.

9. LIABILITY. CPA Global's liability for any and all claims, including claims of contract, negligence and strict liability, shall not exceed the amounts paid and payable by Customer to CPA Global during the preceding twelve (12) months for the Deliverable or Services giving rise to the claim. IN NO EVENT SHALL CPA GLOBAL BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OR CORRUPTION OF DATA, LOSS OF BUSINESS, AND LOSS OF PROFITS, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS FORESEEABLE, FORESEEN OR KNOWN OR WHETHER CPA GLOBAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. THESE LIMITATIONS OF DAMAGES AND REMEDIES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE. Nothing in this Agreement shall exclude or in any way limit CPA Global's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent the same may not be excluded or limited as a matter of law.

10. TERM AND TERMINATION. This Agreement shall begin on the date specified in the Order and continue until terminated as provided herein. Unless agreed otherwise by the parties, all outstanding Orders, and CPA Global's obligation to provide Services thereunder, shall terminate upon termination of the Agreement. Either party may at any time terminate this Agreement and/or the provision of the Services hereunder by CPA Global, with 60 days prior written notice.

Each party may also terminate this Agreement by written notice to the other expiring on such date as such notice shall specify in the event of any material breach of this Agreement by the other party which breach is not remediable or, if remediable, is not remedied within 30 days after the service by the party not in default of a written notice on the other party specifying the nature of the breach and requiring that the same be remedied; or the other party becoming insolvent, entering into liquidation, whether voluntary or compulsory, passing a resolution for its winding up, having a receiver or administrator appointed over the whole or any part of its assets, making any composition or arrangement with its creditors or taking or suffering any similar action in consequence of its debt. The expiry or termination of this Agreement shall be without prejudice to any rights or remedies available to, or any obligations or liabilities accrued to, each party at the effective date of termination. Sections 4 through 9 shall survive the expiration or termination of this Agreement.

11. FORCE MAJEURE. Neither party shall be liable for any delay in performing or failure to perform its obligations hereunder to the extent that and for so long as the delay or failure results from any act, event, non-

happening, omission or accident beyond its reasonable control (a "Force Majeure Event"). If any Force Majeure Event occurs, the date(s) for performance of the affected obligation(s) (save in relation to payment of fees and expenses) shall be postponed for so long as is made necessary by the Force Majeure Event, provided that if any Force Majeure Event continues for a period of or exceeding two months, the non-affected party shall have the right whilst such Force Majeure Event continues to have effect to terminate this Agreement or the affected Services on written notice to the affected party expiring on such date such notice shall specify. Each party shall use its reasonable endeavors to minimize the effects of any Force Majeure Event.

12. NOTICES. Unless otherwise expressly stated in this Agreement, all notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed duly served if mailed electronically to an authorized address, delivered by hand on the date of delivery or if sent by pre-paid registered post four business days after posting.

13. ASSIGNMENT AND SUB-CONTRACTING. CPA Global shall be entitled to assign this Agreement in whole or in part to any of its Affiliates at any time. CPA Global shall be entitled to sub-contract the whole or any part or parts of its performance of the Services. This shall not relieve CPA Global from any liability or obligation under this Agreement and CPA Global shall be responsible for the acts, omissions or defaults of any sub-contractor as if they were the acts, omissions or defaults of CPA Global. Customer may not assign, transfer, charge, sub-contract or otherwise dispose of the whole or any part or parts of this Agreement or any of its rights or obligations arising hereunder without the prior written consent of CPA Global. This Agreement shall be binding upon and inure to the benefit of the parties' successors, legal representatives and assigns.

14. GENERAL. (a) In rendering services hereunder, CPA Global is acting solely as an independent contractor and not as an agent, employee or partner of Customer for any purpose. CPA Global has no authority to enter into any contracts or assume any obligations for Customer; (b) This Agreement shall not restrict or prevent CPA Global from pursuing other business interests or providing services to other parties while this Agreement is in effect; (c) The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right later to enforce or to exercise it; (d) If any term of this Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms; (e) This Agreement, the attached schedule and each Order contain all the terms agreed between the parties regarding its subject matter and supersede any prior agreement, understanding or arrangement between the parties whether oral or in writing. For the avoidance of doubt, this Agreement shall prevail over any terms and conditions contained in or referred to in any documents or correspondence previously submitted to Customer or any terms and conditions included in any purchase order issued by Customer for Services hereunder. The terms of this Agreement shall prevail over the terms of any Order accepted hereinafter, other than in relation to the dispatch of the Services. Each of the parties acknowledges and agrees that (i) in entering into this Agreement it has not relied on, and shall have no remedy in respect of, any statement, representation, warranty or understanding other than the statements, representations, warranties and understandings expressly set out in this Agreement; and (ii) its only remedies in connection with any statements, representations, warranties and understandings expressly set out in this Agreement shall be for breach of contract as provided in this Agreement, provided that nothing in this subsection (e) shall operate to limit or exclude either party's liability for fraud or death or personal injury resulting from its negligence; (f) No changes to this Agreement will be valid unless in writing and agreed upon by authorized representatives on behalf of both Customer and CPA Global; (g) The construction, validity and performance of this Agreement and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to it or its function shall be governed by the laws of the State of Virginia if Customer places the Order in North America or the laws of Jersey, Channel Islands if Customer places the Order outside of North America; and (h) Customer irrevocably submits to the exclusive jurisdiction of Virginia courts (if Virginia law governs) or Jersey courts (if Jersey law governs) (without prejudice to CPA Global's right to commence proceedings in any other jurisdiction) to resolve any dispute between them.

SCHEDULE 1 PATENT RESEARCH SERVICE

This service consists of searching selected world wide patent and other technical information sources to a pre-determined extent in order to evaluate patentability or other specified criteria and providing the results in an agreed format with supporting documentation.

In order for CPA Global to provide this service, it requires the following information from Customer:

- The technical/scientific/patent information which Customer wishes the patent research to cover;
- The type of research to be performed (multiple listed names are considered equivalent):
 - novelty/patentability/pre-examination – a review of prior art to determine novelty of a single method or apparatus (assists in making patent application decisions)
 - accelerated examination – an extended novelty search with preparation of US accelerated examination report (enables faster prosecution in US)
 - opposition - an extended novelty search formatted for opposition position (assists in submitting prior art to patent offices against other filed patent applications)
 - state of the art/collection - a review of prior art to collect patents directed to a single idea/concept (assists in patent portfolio development, competition scoping, or research decisions)
 - clearance/infringement – a review of claims of unexpired patents directed to a single specific technical method or apparatus (associated with a product announcement)
 - freedom to operate – a clearance search with inclusion of expired art and non-patent literature (associated with a product announcement)
 - validity/invalidity – a review of prior art showing one or more of the claimed features of a patent; prior art must predate subject patent's earliest priority date (assists in enforcing or defending subject patent in litigation/licensing)
 - chemical searches – specific compound or sequencing search
- The amount of time Customer wishes CPA Global to spend on the search or CPA Global to suggest appropriate time required; and
- A date upon which Customer wishes to have a research results (standard return averages 2-4 weeks with a rush charge added for work performed in 2 weeks or less).

Upon receipt of the above information, CPA Global shall forward a Order to Customer which shall confirm the scope of the search, costs and date of deliverables.

Scope of prior art search (all searching in English language resources unless otherwise agreed upon):

- US Search Requests
 - Standard Patentability/Novelty
 - US patent/patent publications by selected US classification searching (e.g. best 3-6 subclasses)
 - US patent/patent publications by keyword/citation searching
 - Extended Patentability/Novelty
 - EPO/WIPO(PCT)/JPO/German patent/patent publications using IPC/ECL classification and keyword searching of online resources
 - Literature using keyword searching of online resources
 - Accelerated Examination
 - US patents/patent publications by selected US classification searching (e.g. best 3-6 subclasses)
 - US patents/patent publications by keyword/citation searching
 - EPO/WIPO(PCT)/JPO/German patent/patent publications using IPC/ECL classification and keyword searching of online resources
 - Literature using keyword searching of online resources
 - Preparation of US accelerated examination report and support documents if requested
 - Opposition
 - US patents/patent publications by selected US classification searching (e.g. best 3-6 subclasses)
 - US patents/patent publications by keyword/citation searching
 - EPO/WIPO(PCT)/JPO/German patent/patent publications using IPC/ECL classification and keyword searching of online resources
 - Literature using keyword searching of online resources
 - Report formatted for specific patent office opposition procedures
 - State of the art (SOA)/Collection

- Includes standard patentability elements with expanded field of search based on broader subject matter
- Infringement/Clearance
 - Unexpired US patents/patent publications by selected US classification searching (e.g. best 3-8 subclasses)
 - Unexpired US patents/patent publications by keyword/citation searching of claims
- Freedom to operate
 - Infringement search adding expired patents and non-patent literature
- Validity/Invalidity
 - US patents/patent publications by selected US classification searching (e.g. best 3-6 subclasses)
 - US patents/patent publications by keyword/citation searching
 - EPO/WIPO(PCT)/JPO/German patent/patent publications using IPC/ECL classification and keyword searching of online resources
 - Literature using keyword searching of online resources and keyword/manual searching of library collections (where applicable)
 - Report formatted for comparing subject patent claims to located prior art
- Chemical formulation or sequence searches
 - Chemical online databases (e.g. STN, ChemAbs)
- European
 - Standard Patentability/Novelty
 - EPO/WIPO(PCT)/JPO/German patent/patent publications using IPC/ECL classification and keyword searching of online resources
 - US patent/patent publications by selected US classification searching (e.g. best 3-6 subclasses)
 - US patent/patent publications by keyword/citation searching
 - Literature using keyword searching of online resources
 - Opposition
 - EPO/WIPO(PCT)/JPO/German patent/patent publications using IPC/ECL classification and keyword searching of online resources
 - US patents/patent publications by selected US classification searching (e.g. best 3-6 subclasses)
 - US patents/patent publications by keyword/citation searching
 - Literature using keyword searching of online resources
 - Report formatted for specific patent office opposition procedures
 - SOA (State of the art)/Collection
 - Includes standard patentability elements with expanded field of search based on broader subject matter
 - Infringement/Clearance
 - Unexpired EPO/WIPO(PCT)/JPO/German patent/patent publications using IPC/ECL classification and keyword searching of online resources
 - Freedom to operate
 - Infringement search adding expired International patents and non-patent literature
 - Validity/Invalidity
 - EPO/WIPO(PCT)/JPO/German patent/patent publications using IPC/ECL classification and keyword searching of online resources
 - US patents/patent publications by selected US classification searching (e.g. best 3-6 subclasses) and keyword/citation searching
 - Literature using keyword searching of online resources and keyword/manual searching of library collections (where applicable)
 - Report formatted for comparing subject patent claims to located prior art
 - Chemical formulation or sequence searches
 - Chemical online databases (e.g. STN, ChemAbs)

Once CPA Global has completed the patent research services, a report of search results shall be sent to Customer using CPA Global's online delivery platform. Such reports will be provided in MS-Word, PDF or other required format. Paper copies can be provided upon request. The search report shall cover areas such as the scope of the invention, field of search, and online resources used. Cited patent and non-patent literature documents will also be provided where available.

**Watch/Alert Services**

Where Customer has requested the current awareness service ("Watch Service"), CPA Global personnel will perform a prior art search at a regularly scheduled time interval selected by Customer. Customer may select any of the following intervals: (i) any time the applicable database(s) is updated, (ii) daily, (iii) weekly, (iv) monthly, or (v) quarterly. The Watch Service may be used to monitor a specific patent(s), technology or company name.

Where Customer has requested the Alert Service, CPA Global will provide Customer with access to an online portal via which Customer may request an automated, regular-interval prior art search with updates that will be sent to Customer via email.