IP Pilot License Agreement

This IP Pilot License Agreement (the "Agreement") applies to the business relationships between Patent-Pilot GmbH, Kirchenstrasse 78, 81675 Muenchen (hereinafter "Licensor") and Licensees.

The subject of this Agreement is the remote hosted computer software platform for analyzing patent and/or trademark representatives, applicants and their relationships (hereinafter "IP Pilot"). This agreement is valid for any version of IP Pilot. Licensee accepts this Agreement by registering a user account or first login to a user account. The version applicable at the time of contract conclusion shall apply.

Licensee is the natural or legal person stated in the Licensor's offer.

IP Pilot is provided as a software service, accessible using a web browser over the Internet.

Deviating conflicting or additional general terms and conditions of business shall not be a component of the contract unless their applicability is expressly agreed in writing.

In case individual agreements between the parties exist, these agreements shall always have priority over this Agreement.

The Licensor does expressly not supply legal advice.

I.   Grant of License

The Licensor grants to the Licensee a non-exclusive license and right to access and use IP Pilot subject to the terms and conditions contained in this Agreement.

Access to IP Pilot is provided by the provision of one or more username/password access keys, where the access key allows access to IP Pilot via an Internet website.

The Licensee shall use IP Pilot for internal business purposes only. The License only extends to users whose email address has been approved and activated by the Licensor.

The License cannot be assigned without the prior written approval of the other party.

The data presented by IP Pilot may not be made available to any other party.

Sub-licenses are not permitted.

The License is subject to fair use provisions. The License does not permit access by any mechanism, design or process that is designed to automate extraction of data from IP Pilot.

II.   Duties of the Licensee

The Licensee shall receive the corresponding access keys to use the offer. Licensee is obligated to keep these confidential and is liable for any improper use that results from the unauthorized use of these access keys.

If the Licensee should acquire knowledge that unauthorized third parties know the access data, he shall inform the Licensor immediately. In the event that unauthorized third parties use the Licensor's offer on the grounds of a culpable act on the part of the Licensee, the Licensee shall be liable to the Licensor for

license fees and compensation. In the event of doubt the Licensee has the possibility and duty to request new access keys.

Insofar as not otherwise contractually regulated it is the duty of the Licensee to regularly secure all working results generated with the Licensor's offer (data and information) to which he has access. In particular, the Licensor has no duty to store the data following termination of the contract.

The Licensee is not permitted to modify, decompile or use the software for purposes in breach of the contract. The Licensee is not allowed to retrieve directly through download any patent raw data contained in IP Pilot other than data explicitly provided for download by the software.

The Licensee undertakes to verify the legal validity of data and information acquired through the software through professionally qualified staff or corresponding service providers. The Licensee hereby acknowledges that an analysis of the data and information shall not be performed by the Licensor, but is the obligation of the Licensee to ensure the legal scope and a corresponding analysis of the data and information.

III.   Conclusion of Contract

Upon request, the Licensee shall receive an offer that includes the services available and the corresponding costs. A component of this offer is also this License Agreement. Offers shall be sent via fax, letter, email or via click in the IP Pilot web application.

The contract shall be concluded in writing (via fax, letter, email or via click in the IP Pilot web application).

IV.   Term & Payment

Unless otherwise agreed, the License shall commence on the date that a non-temporary access key is first made available to the Licensee.

Unless otherwise agreed, the contract shall be concluded for a term of 1 year and shall continue from year to year thereafter until terminated in accordance with any of the provisions of this Agreement.

The license fees are provided in the Licensor's offer and shall therefore be clearly indicated to the Licensee prior to execution of the Agreement.

The provided prices are excluding the statutory VAT unless otherwise stipulated in the Licensor's offer.

The license fee shall be paid by the Licensee in advance for the agreed contract term unless no other agreement is concluded between the parties.

All invoices shall be paid within 14 days after the receipt of the invoice by the Licensee. The Licensor shall have the right to charge interest on overdue invoices, calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment whether before or after judgment.

Payment is accepted by the Licensor in the form of an electronic funds transfer. Payments by credit card incur a 3% processing fee.

V. Termination

The termination of the Agreement is for both parties upon 30 days' notice prior to the end of the then-current contract term. Termination must be issued in writing (via fax, letter, email, or via click in the IP Pilot web application).

In the event of a termination of contract solely the Licensee is responsible for securing his data.

VI. Warranties

The Licensor provides IP Pilot 'as-is,' 'with all faults' and 'as available.' The Licensor does not guarantee the accuracy or timeliness of information available from IP Pilot.

A permanent availability of the services cannot be guaranteed. Any temporary unavailability therefore does not represent nonfulfillment. The Licensor strives to restrict unavailability to a minimum.

If the security of the offer or the sustainability of the network integrity is endangered through grounds that are outside the influence of the Licensor, the Licensor may temporarily restrict access to the services according to requirement.

VII. Liability

The Licensor has unlimited liability for intentional acts or gross negligence, loss of life, personal injury or endangerment to health, under the terms of the German Product Liability Act.

In the event of a soft negligent breach of a duty that is important to achieve the purpose of the contract (cardinal duty), the liability of the Licensor is restricted to the amount that according to the type of the transaction in question is foreseeable and typical.

A further liability on the part of the Licensor does not exist.

The aforementioned limitation of liability shall also apply to employees, representatives and bodies of the Licensor.

VIII. Data Protection

The Licensor processes the Licensee's data according to the purpose of the contract and in accordance with the statutory provisions. For the purpose of using the application, the Licensor stores the data of the Licensee. These data shall solely be used by the Licensor to operate the software, shall treat these as confidential and shall not forward these to third parties that are not involved in the fulfilment of the contract and payment processing.

The Licensee has the right upon request to receive information free of charge on his personal data that are stored by the Licensor. He also has the right to the correction of inaccurate data, the blocking and deletion of his personal data insofar as there is no statutory obligation to retention.

IX. Customer Reference

Licensee agrees that Licensor may identify Licensee as recipient of services and use Licensee's logo in sales presentations, marketing materials and press releases. This consent is revocable in whole or in part by the Licensee at any time.

X.   Updates to Agreement

The terms of this license agreement may be updated periodically. On the terms being updated, the Licensee may elect to terminate the agreement within 30 days of the license agreement being updated.

XI.   Oral Agreements, Written Form

Oral agreements shall not be concluded.

Additions and amendments to this contract are required to be in writing to be legally binding. This shall also apply to a waiver of this clause on the requirement of the written form.

XII.   Severability

If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction.

All other provisions will remain in full force and effect.

XIII.   Successors and Assignees

This agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assignees, and references to a party shall include its successors and permitted assignees.

XIV.   Jurisdiction

Legal venue and place of performance is Muenchen (Munich, Germany).

This contract is subject to the law of the German Federal Republic under the exclusion of international private law and the UN-CISG.

Contract language is English.

Signatures

In witness thereof, the parties have executed this agreement in duplicate by persons duly authorized to bind them.

Acknowledged and agreed by the Licensor:

Muenchen, May 02, 2022

Place and date

Dr. Volker Ruerup

First name and last name

Managing Director

Position

_____

Signature

Acknowledged and agreed by the Licensee:

_____

Place and date

_____

First name and last name

_____

Company name

_____

Position

_____

Signature

Addendum 1: Data Processing Agreement

This Data Processing Agreement (the "Addendum") forms part of the IP Pilot License Agreement (hereinafter "Agreement") between Licensor and Licensee.

Except as modified below, the terms of the Agreement shall remain in full force and effect.

This Addendum details the parties' obligations on the protection of personal data, associated with the processing of personal data on behalf of Licensee as a data controller, and described in detail in the Agreement. The terms of this Addendum shall apply to any and all activities associated with the Agreement, in whose scope Licensor's employees or agents process Licensee's personal data (hereinafter, "Data") on behalf of Licensee as a controller (hereinafter, "Contract Processing").

I.   Scope, duration and specification of Contract Processing of Data

The scope and duration and the detailed stipulations on the type and purpose of Contract Processing shall be governed by the Agreement. Specifically, Contract Processing shall include, but not be limited to, the following Data:

Type of data	Type and purpose (subject matter) of Contract Processing	Categories of data subjects affected
First and Last Name	User identification	Web application users
Email address	Login authentication	Web application users
IP address	Usage Analytics	Web application users
Time of login	Usage Analytics, improved user experience	Web application users

Except where this addendum stipulates obligations beyond the term of the Agreement, the term of this addendum shall be the term of the Agreement.

II.   Scope of application and responsibilities

Licensor shall process Data on behalf of Licensee. Such Contract Processing shall include all activities detailed in the Agreement. Within the scope of this Addendum, Licensee shall be responsible for compliance with the applicable statutory requirements on data protection related to the lawfulness of disclosing Data to Licensor and the lawfulness of having Data processed on behalf of Licensee. Licensee shall be the "Controller" in accordance with Article 4 no. 7 of Regulation (EU) 2016/679 of the European Parliament and of the Council (the "GDPR")..

Licensee's individual instructions on Contract Processing shall, initially, be as detailed in the Agreement. Licensee shall, subsequently, be entitled to, in writing, modifying, amending or replacing such individual instructions by issuing such instructions to the point of contact designated by Licensor. Licensee shall, without undue delay, confirm in writing or in text form any instruction issued orally.

III.   Licensor's obligations

Except where expressly permitted by Article 28 (3a) of the GDPR, Licensor shall process data subjects' Data only within the scope of the instructions issued by Licensee. Where Licensor believes that an instruction would be in breach of applicable law, Licensor shall notify Licensee of such belief without undue delay. Licensor shall be entitled to suspending performance on such instruction until Licensee confirms or modifies such instruction.

Licensor shall, within Licensor's scope of responsibility, organize Licensor's internal organization so it satisfies the specific requirements of data protection. Licensor shall implement technical and organizational measures to ensure the adequate protection of Licensee's Data, which measures shall fulfil the requirements of the GDPR and specifically its Article 32.

Licensor and Licensee shall implement appropriate technical and organizational measures and safeguards that ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services.

Licensor shall support Licensee, insofar as is agreed upon by the parties, and where possible for Licensor, in fulfilling data subjects' requests and claims, as detailed in chapter III of the GDPR and in fulfilling the obligations enumerated in Articles 33 to 36 of the GDPR.

Licensor warrants that all employees involved in Contract Processing of Licensee's Data and other such persons as may be involved in Contract Processing within Licensor's scope of responsibility shall be prohibited from processing Data outside the scope of the instructions. Furthermore, Licensor warrants that any person entitled to process Data on behalf of Controller has undertaken a commitment to secrecy or is subject to an appropriate statutory obligation to secrecy. All such secrecy obligations shall survive the termination or expiration of such Contract Processing.

Licensor shall notify Licensee, without undue delay, if Licensor becomes aware of breaches of the protection of personal data within Licensor's scope of responsibility. Licensor shall implement the measures necessary for securing Data and for mitigating potential negative consequences for the data subject; the Licensor shall coordinate such efforts with Licensee without undue delay.

Licensor shall notify to Licensee the point of contact for any issues related to data protection arising out of or in connection with the Agreement.

Licensor warrants that Licensor fulfills its obligations under Article 32 (1)(d) of the GDPR to implement a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

Licensor shall correct or erase Data if so instructed by Licensee and where covered by the scope of the instructions permissible. Where an erasure, consistent with data protection requirements, or a corresponding restriction of processing is impossible, Licensor shall, based on Licensee's instructions, and unless agreed upon differently in the Agreement, destroy, in compliance with data protection requirements, all Data and other material or return the same to Licensee In specific cases designated by Licensee, such Data shall be stored or handed over. The associated remuneration and protective measures shall be agreed upon separately, unless already agreed upon in the Agreement.

Licensor shall, upon termination of Contract Processing and upon Licensee's instruction, return all Data and other materials to Licensee or delete the same.

Licensee shall bear any extra cost caused by deviating requirements in returning or deleting data.

Where a data subject asserts any claims against Licensee in accordance with Chapter VIII of the GDPR, Licensor shall support Licensee in defending against such claims, where possible, and will comply with its obligation under Chapter VIII of the GDPR.

IV. Licensee's obligations

Licensee shall notify Licensor, without undue delay, and comprehensively, of any defect or irregularity with regard to provisions on data protection detected by Licensee in the results of Licensor's work.

Section 3 above shall apply, mutatis mutandis, to claims asserted by data subjects against Licensor in accordance with Article 82 of the GDPR.

Licensee shall notify to Licensor the point of contact for any issues related to data protection arising out of or in connection with the Agreement.

V. Enquiries by data subjects

Where a data subject asserts claims for rectification, erasure or access against Licensor, and where Licensor is able to correlate the data subject to Licensee, based on the information provided by the data subject, Licensor shall refer such data subject to Licensee.

Licensor shall forward the data subject's claim to Licensee without undue delay. Licensor shall support Licensee, where possible, and based upon Licensee's instruction insofar as agreed upon.

Licensor shall not be liable in cases where Licensee fails to respond to the data subject's request in total, correctly, or in a timely manner.

VI. Options for documentation

Licensor shall document and prove to Licensee Licensor's compliance with the obligations agreed upon in this Addendum by appropriate measures.

Where, in individual cases, audits and inspections by Licensee or an auditor appointed by Licensee are necessary, such audits and inspections will be conducted during regular business hours, and without interfering with Licensor's operations, upon prior notice, and observing an appropriate notice period. Licensor may also determine that such audits and inspections are subject to prior notice, the observation of an appropriate notice period, and the execution of a confidentiality undertaking protecting the data of other customers and the confidentiality of the technical and organizational measures and safeguards implemented. Licensor shall be entitled to rejecting auditors which are competitors of Licensor.

Licensor shall be entitled to requesting a remuneration for Licensor's support in conducting inspections where such remuneration has been agreed upon in the Agreement. Licensor's time and effort for such inspections shall be limited to one day per calendar year, unless agreed upon otherwise.

Where a data protection supervisory authority or another supervisory authority with statutory competence for Licensee conducts an inspection, section VI. above shall apply mutatis mutandis. The execution of a confidentiality undertaking shall not be required if such supervisory authority is subject to professional or statutory confidentiality obligations whose breach is sanctionable under the applicable criminal code.

VII. Subcontractors

Licensor will conduct the performance agreed upon, or the parts of the performance identified below, using further processors on behalf of Licensee (hereinafter "subcontractors") enumerated below:

Name and address of the subcontractor	Description of the affected parts of performance
Auth0, Inc. 10900 NE 8th Street, Suite 700, Bellevue, WA 98004, USA	Login authentication through username and password transmission
Cloudflare, Inc. 101 Townsend St. San Francisco, CA 94107, USA	Provision of content delivery network services, DDoS mitigation, Internet security and distributed domain name server services
Google Analytics Google Inc., 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA	Provision of web analytics services that track and report website traffic
Hetzner Online GmbH Industriestr. 25, 91710 Gunzenhausen, Germany	Provision of cloud-based webservers used to store and provide the IP Pilot web application
Hotjar Ltd. Level 2, St Julian's Business Centre, 3, Elia Zammit Street, St Julian's STJ 1000, Malta	Revelation of usage behavior and user feedback collection
Hubspot, Inc. 25 First Street, 2nd Floor, Cambridge, MA 02141, U.S.A.	Customer Relationship Management, storing contact details and sales information about users.
Mailchimp The Rocket Science Group, LLC, 512 Means Street, Suite 404, Atlanta, GA 30318, USA	Communication with users and information about product developments.

Licensee hereby consents to Licensor's use of subcontractors. Licensor shall, prior to the use or replacement of subcontractors, inform Licensee thereof. Licensee shall be entitled to contradict any change notified by Licensor within a reasonable period of time and for materially important reasons. Where Licensee fails to contradict such change within such period of time, Licensee shall be deemed to have consented to such change.

Where Licensor commissions subcontractors, Licensor shall be responsible for ensuring that Licensor's obligations on data protection resulting from the Agreement and this exhibit are valid and binding upon subcontractor.

VIII. Obligations to inform, mandatory written form, choice of law

Where the Data becomes subject to search and seizure, an attachment order, confiscation during bankruptcy or insolvency proceedings, or similar events or measures by third parties while in Licensor's control, Licensor shall notify Licensee of such action without undue delay. Licensor shall, without undue delay, notify to all pertinent parties in such action, that any data affected thereby is in Licensee's sole property and area of responsibility, that data is at Licensee's sole disposition, and that Licensee is the responsible body in the sense of the GDPR.

No modification of this addendum and/or any of its components – including, but not limited to, Licensor's representations and warranties, if any – shall be valid and binding unless made in writing or in a machine-readable format (in text form), and furthermore only if such modification expressly states that such modification applies to the regulations of this addendum. The foregoing shall also apply to any waiver or modification of this mandatory written form.

In case of any conflict, the data protection regulations of this addendum shall take precedence over the regulations of the Agreement. Where individual regulations of this addendum are invalid or unenforceable, the validity and enforceability of the other regulations of this addendum shall not be affected.

This addendum is subject to the laws of Germany.

IX   Liability and damages

Licensee and Licensor shall be liable to data subject in accordance with Article 82 of the GDPR.

Signatures

In witness thereof, the parties have executed this addendum in duplicate by persons duly authorized to bind them.

Acknowledged and agreed by the Licensor:

Muenchen, May 02, 2021

Place and date

Dr. Volker Ruerup

First name and last name

Managing Director

Position

_____

Signature

Acknowledged and agreed by the Licensee:

_____

Place and date

_____

First name and last name

_____

Company name

_____

Position

_____

Signature