

Scope of application

These Patiq Ltd's general terms of delivery of services shall be applied to the patent analysis services and other related services delivered by Patiq Ltd, unless otherwise agreed in writing.

Delivery

The service shall fulfil the requirements and characteristics set forth in the agreement. Patiq Ltd is responsible of the service being performed in a professional manner by a person with adequate experience and expertise for the task.

Patiq Ltd shall perform the assignment by using its own working methods. The service shall be delivered to the customer in a way and time set forth in the agreement. If the delivery is based on data or material provided by the customer, the delivery time shall commence on the date when Patiq Ltd has received the material provided by the customer.

The customer shall inform Patiq Ltd in writing of all defects, errors and deficiencies detected in the service within ten (10) days from the date of receiving the service from Patiq Ltd. The customer shall have no right to present any claims based on errors customer failed to report within the acceptance period mentioned in this section.

Defects and errors, which do not substantially interfere with the use of service, shall not prevent the acceptance of the delivery; Patiq Ltd shall, however, without undue delay remedy these defects and errors reported in time.

Patiq Ltd uses comprehensive and professional information sources in the service. Patiq Ltd does not guarantee that the results contain all public information on the subject, and does not hold any responsibility for the possible factual errors in the content of the information sources used. Patent applications filed during the previous 18 months are not public and therefore not included in the report.

Data and material provided by the customer

The customer shall deliver the data and materials agreed to be provided by the customer as well as other items in a form following Patiq Ltd's instructions.

The customer shall be responsible for the instructions given by it and the data and material provided by it. The customer shall also be responsible that the use of such data and materials for the production of the works ordered by the customer does not infringe third party rights or law.

Intellectual property rights

Copyrights and other intellectual property rights related to the service shall remain with Patiq Ltd. The customer shall have a right to use the results for its inner use and the purpose specified in the agreement.

Please note that there might be copyright restrictions concerning the publication of the information downloaded from the databases as well as the delivery of the material to a third party, see <http://www.stn-international.de/stndatabases/keepshare/index.html>

Prices; terms of payment

The prices specified in the agreement or offer shall include all public charges determined by the authorities and effective on the date of the signing of the agreement or offer, with the exception of value added tax. Value added tax shall be added to the prices in accordance with the then current regulations. If the amount of value added tax or other public charges determined by the authorities or their collection basis change due to changes in regulations or taxation practice, the prices of the services shall be revised correspondingly.

Patiq Ltd has the right to separately charge for travel, accommodation and allowance expenses for journeys of more than 30 kilometres, in accordance with the maximum amounts confirmed by the Finnish National Board for Taxation. Travel arrangements, which deviate from the customary travel arrangements, shall be agreed separately in writing.

If the price of a service has not been agreed in the agreement, offer or otherwise, Patiq Ltd's price list effective at the date of order shall apply.

Patiq Ltd shall invoice for services after the performance thereof. The terms of payment are 14 days net from the date the invoice was sent. Interest on delayed payments accrues in accordance with the Interest Act.

If any payment by the customer is delayed by more than thirty (30) days from the due date, Patiq Ltd shall be entitled to suspend its performance without any liability until the customer has paid all amounts due to Patiq Ltd.

Confidentiality

The confidentiality obligations agreed in a separate non-disclosure agreement entered into between the parties shall apply to any confidential information disclosed by a party to another party for the purposes of performing the services.

If no non-disclosure agreement has been entered into between the parties, the following confidentiality obligations shall apply:

Each party may receive from the other party certain proprietary and/or confidential information, including but not limited to ideas, concepts, know-how, techniques, drawings, flow charts, data, computer programs, marketing plans, customer names and other technical, financial or commercial information and intellectual property, whether in written, oral or other tangible or intangible forms (hereinafter "**Confidential Information**"). Confidential Information shall, however, exclude material and information, (a) which is generally available or otherwise public; (b) which the party has received from a third party without any obligation of confidentiality; (c) which was in the possession of the receiving party prior to receipt of the same from the other party without any obligation of confidentiality related thereto; or (d) which a party has independently developed without using material or information received from the other party.

Each party shall safeguard and keep all Confidential Information received from the other party as strictly confidential, and shall only use the Confidential Information for the purposes of the agreed services, and restrict disclosure of the Confidential Information to its employees, officers, directors, consultants, advisors and/or subcontractors to whom such access is reasonably deemed necessary for the purposes of the agreed services and ensure that each of them either by their contract of employment or service are bound by confidentiality obligations similar to those contained in these general terms, and shall not disclose the Confidential Information to any other third party without prior written approval of the Company

Each party shall promptly cease using confidential material and information received from the other party and, unless the parties separately agree on destruction of such material, return the material in question (including all copies thereof), when the agreement has terminated or when the party no longer needs the material or information in question for the purpose stated in the agreement. Each party shall, however, be entitled to retain the copies required by law or regulations.

Each party shall be entitled to use the professional skills and experience acquired in connection with the delivery.

The rights and responsibilities under this section shall survive the termination or cancellation of the agreement.

References

Unless otherwise agreed in writing Patiq has the right to use customer's name as a reference.

Force majeure

Neither party shall be liable for delays and damages caused by an impediment beyond his control, which he could not have reasonably taken into account at the time of the conclusion of the agreement, and whose consequences he could not reasonably have avoided or overcome. Strike, lockout, boycott and other industrial action shall constitute a

force majeure event also when the party concerned is the target or a party to such an action.

A force majeure event suffered by a subcontractor of a party shall also discharge such party from liability, if subcontracting from other source cannot be made without unreasonable costs or significant loss of time.

Either party shall without delay inform the other party of a force majeure event in writing. The party shall correspondingly inform the other party of the termination of the force majeure event.

Breach of agreement and cancellation of agreement

A party is entitled to cancel the agreement to the extent that is reasonable, if the other party is in material breach of the terms of the agreement and has not rectified the breach within a reasonable period of time, set by the other party in writing which shall be at least thirty (30) days.

Damages: limitations of liability

Patiq Ltd's liability for errors in service shall be limited to remedying the errors reported timely in a manner specified in section Delivery.

Neither party shall be liable for any indirect or consequential damage.

The limitations of liability shall not apply to damages caused by wilful conduct or gross negligence.

Applicable law; settlement of disputes

The agreement concluded between Patiq Ltd and the client shall be governed by the substantial laws of Finland, excluding the choice of law principles. All disputes possibly arising out of this agreement shall be resolved in the district court of the City of Helsinki.

Agreement documents

The contractual documents complement one another. If the provisions set out in contractual documents contradict one another, then the documents shall be applied in the following order: (i) the agreement between the Patiq Ltd and client; (ii) attachments other than these terms and conditions, which have been annexed to the agreement; (iii) these Patiq Ltd's general terms and conditions of delivery of services.

Assignment of the agreement

Neither party may assign the agreement concluded between Patiq Ltd and the client, either wholly or in part, without the written consent of the other party. Patiq shall, however, be entitled to assign its receivables under this agreement to a third party. Patiq Ltd shall also have the right to assign this agreement or parts of it in case of the sale of Patiq Ltd's business or parts of it.



Amendments to the agreement

All changes and amendments to the agreement concluded between Patiq Ltd and the client shall be agreed in writing in order to be valid. The parties shall at the same time agree in writing the potential effects the amendments may have on the delivery times of the services, the total price or other terms of agreement.

Entry into force and amendment of the terms and conditions of service

These terms and conditions of service shall enter into force on 1 November 2007 and shall be in force until further notice. Patiq Ltd has the right to amend these terms and conditions of service by notifying the client and delivering the amended terms and conditions of service to the client at least thirty (30) days before the amended terms and conditions of service come into force.

If the client objects to the entry into force of the amended terms and conditions of service, the client shall notify Patiq Ltd of this within fourteen (14) days of receipt of the amended terms and conditions of service. In that case the current terms and conditions of service shall continue to be applied to the agreement between Patiq Ltd and the client and, unless the parties agree otherwise, the agreement between the parties shall terminate thirty (30) days from the receipt of the client's notification by Patiq Ltd.