

CLAIMS DIRECT CORPORATE LICENSE AGREEMENT

This CLAIMS Direct License Agreement (this “Agreement”) is entered into by and between Fairview Research, LLC (a/k/a IFI CLAIMS Patent Services) (“Fairview”) and the person or entity identified as the Company in the signature block of the License Special Terms Schedule attached hereto as Annex 1 (“Company”) (Fairview and Company, each referred to individually as a “Party” and collectively as the “Parties”), and is effective as of the date set forth in Annex 1 (the “Effective Date”).

Whereas, Fairview retrieves data, including but not limited to patent data, linguistic resource data, business data, technical data and scientific data from different sources and aggregates this data into a unified archive with a common format, and adds meta-data to improve the management, maintenance, retrieval and analysis of the data, and all this information is compiled in a data collection which is delivered in a data warehouse, all as further defined herein.

And Whereas, Fairview intends to make this data collection or subsets thereof available to Company, and Company wishes to purchase and receive such data from Fairview and intends to use the data collection as part of its internal enterprise infrastructure and applications, all subject to the terms and conditions of this Agreement.

Now, therefore, the parties agree as follows:

1. **Term.** The term of this Agreement shall commence upon the Effective Date and shall remain in effect until the expiration specified in Annex 1, or as earlier terminated or renewed in accordance herewith (the “Term”). All Licenses shall expire at the end of the Term, as further set forth in Section 10.

2. **License Grant.** Subject to the terms and conditions of this Agreement, and upon payment of the License Fee and for the Term set forth in Annex 1, Fairview hereby grants to Company (and its wholly owned subsidiaries) a limited, non-transferable, worldwide, non-exclusive, License to access, install, use, internally copy, internally distribute, modify and change the Data Collection made available by Fairview. Use of the data is restricted to use with Company’s Products as listed in Annex 1. Subject to Section 3.1 and Section 3.2, Company shall own any changes or modifications to the Data Collection made by Company and such other parties referenced in this Section 2, and subject to Section 4, Company shall own the changes or modifications it makes to the Data Collection, all in accordance with the provisions hereof.

Subject to the terms and conditions of Section 3.1 and Section 3.2, Fairview hereby grants to Company the right to sublicense the Data Collection to a third party (including its end user customers and partners with whom it conducts business, collectively “sublicensees”) and permit such third party sublicensee to access, install and use, internally copy, internally distribute, modify and change the Data Collection made available by Fairview.

3. **Limitations and Restrictions; Data Collection and Delivery.**

3.1 **Limitations.**

a. Neither Company nor any sublicensee (i.e. any of Company’s end user customers or any other third party partner) shall use, distribute or sublicense to any third party all or any Substantial Part (as defined herein) of the Data Collection other than with Company’s Products as listed in Annex 1, without the prior written consent of Fairview, which consent shall be in Fairview’s sole discretion. Neither Company nor any sublicensee (i.e. the end user customers or any other third party) shall distribute any changes or modifications to the Data Collection made by any company or individual other than Fairview that contain all or any Substantial Part of the Data Collection without the prior written consent of Fairview, which consent shall be in Fairview’s sole discretion.

b. Without the prior written consent of Fairview, neither the Company, nor its sublicensees shall provide any third party, end user, customer, or other person any kind of online or electronic access (i) to the Data Warehouse in any way that any such party can search the Data Warehouse or otherwise retrieve data directly from the Data Warehouse, or (ii) to the complete Data Collection or a Substantial Part of the Data Collection.

c. Company shall use commercially reasonable efforts not to, and require its sublicensees to use commercially reasonable efforts not to, provide any third party, end user, customer, or other person access to the Data Collection in such a way that any form of web crawler or other data retrieval tool or service is able to collect and reconstruct any Substantial Part of the Data Collection without the prior written permission of Fairview.

d. Company agrees not to use the Data Collection and/or Data Warehouse to copy, replicate, reverse-engineer, or otherwise capture any of the data transformation processes used by Fairview to assemble the Data Collection and Data Warehouse, including but not limited to embedded data structures, data integration processes, data transformation logic, editorial practice, data tagging or quality control methods. Company shall contractually bind its sublicensees to all license obligations and restrictions herein. Company shall, and shall contractually bind its sublicensees, and require its sublicensees to contractually bind each of their respective end user customers to:

- (i) not remove or change any copyright notices, trademarks, disclaimer notices, proprietary markings, restrictive legends or any digital watermarks included in or placed on the Data Collection; and

- (ii) take all necessary commercially reasonable security measures to ensure the integrity of the Data Collection and to safeguard it from unauthorized access, copying, modification, change, translation, adaptation and use.

3.2 **Restrictions.** Except as expressly provided herein, Company shall not (a) modify, reverse engineer, decompile, or disassemble the Fairview Technology (as defined in Section 4), or otherwise attempt to derive source code or the underlying ideas, algorithms, structure or organization from the Fairview Technology, (b) encumber, lease, rent, timeshare, loan, sublicense, transfer or distribute any Fairview Technology, (c) copy, adapt, merge, create derivative works of, translate, localize, port or otherwise modify the Fairview Technology, (d) use the Fairview Technology, or allow the transfer, transmission, export or re-export of all or any part of the Fairview Technology, in violation of any export control laws or regulations of the United States or any other relevant jurisdiction or (e) permit any sublicensee or other third party to engage in any of the foregoing proscribed acts. Company agrees to use the Fairview Technology only as expressly permitted by this Agreement and in accordance with all applicable laws, rules and regulations. Except as expressly set forth herein, Company and its sublicensees shall have no other rights or license of any kind with respect to the Fairview Technology.

3.3 **Data Collection and Delivery; Data Processing.**

a. During the Term of this Agreement, and subject to the terms and conditions hereof, Company shall have the option to receive Data Collection or any subsets thereof as defined herein. Fairview shall make available to Company the most recent version of the Data Collection in accordance with any specifications defined in Annex 1.

b. Fairview may, in its sole discretion, from time to time acquire more data from other sources or add or enhance Meta-data to the Data Collection. Additionally, Fairview may add Meta-data to the Data Collection or modify existing Meta-data. Any additional Meta-data added by Fairview shall be the sole property of Fairview. Fairview ensures all Meta-data and Data Collection owned or controlled by Fairview will be cleared of any and all third party rights or interests, and with respect of Meta-data and Data Collection owned or controlled by a third party, Fairview will use all commercially reasonable efforts to maintain all relevant permissions and licences so the Company is be entitled to exercise the rights granted by Fairview to it hereunder.

c. Company acknowledges that patent authorities or third party sources may change categories, content, data terms and conditions or cost over time. This may affect categories and data listed in Annex 1. Fairview reserves the right to add, modify, change or delete categories, content and data listed in Annex 1 as a result of any such change. Changes in data sources or improvements in the Data Collection may also require change in the delivery format of the Data Collection and, at Fairview's cost, Fairview reserves the right to change the delivery format of the Data Collection as a result of any such change or improvement. Fairview shall make reasonable efforts to provide Company with 60 days' notice and all relevant technical information before applying any such changes.

d. Fairview and Company recognize the possibility that the Data Collection may contain some data at the time of delivery that does not conform to the format set forth in Annex 1. Fairview shall use reasonable efforts to avoid the inclusion of such non-conforming data. In the event of any such non-conforming data, Fairview's sole obligation shall be, at the request of Company and at no cost to Company, to replace the non-conforming data with conforming data within a reasonable timeframe, provided that this is technically feasible and at reasonable cost for Fairview.

e. Company shall provide its own terminal, modem and any other equipment or software necessary to access the Data Collection. Company agrees to be solely responsible for its access to the Internet and assuring its equipment is compatible with access requirements for the Internet. Any impact on Company's access to the Data Collection resulting from Company's internet carrier or other third party, including the availability or response time, is not the responsibility of Fairview. Company shall be solely responsible for using sufficient hardware, architecture and resources as may be necessary to access and process the Data Collection, and shall be solely responsible for its data, and shall make sufficient data backups before loading or installing any new data or software.

f. To the extent that the Data Collection involves the personal data of residents of the European Union or European Economic Area, the terms of the Data Processing Addendum set forth in Annex 3 shall apply with respect to such personal data.

3.4 **Additional Terms.** Prior to execution of this Agreement, the Parties shall complete Annex 1, including any special license terms that will be included as part of the Agreement, and any additional terms and conditions either Party may request or require be added to this Agreement (i.e. as may be required for its business, industry or other purposes) in which case the Parties shall negotiate such terms in good faith, and to the extent agreed upon, include such terms as Additional Terms and Conditions in Annex 1.

4. **Ownership.** As between the Parties, Fairview owns and retains all right, title, and interest, including all related Intellectual Property Rights, in and to the Data Collection, Data Warehouse, Meta-data and IFI CLAIMS Proprietary Data (the "Fairview Technology"), and any technology, templates, materials or software used to provide the Fairview Technology. Company grants Fairview a royalty-free, perpetual, irrevocable, sublicensable and transferable license to use any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Company relating to the Fairview Technology, but the Company bear no liability from Fairview's use of such ideas, suggestions, enhancement, feedback, requests, recommendations or other information. This Agreement does not transfer ownership rights of any kind in the Fairview Technology to Company or any

third party. The Fairview name, logo and product names associated with the Fairview Technology are trademarks of Fairview or third parties, and no right or license is granted to Company to use them.

5. **Fees.** Company will pay Fairview the fees set forth in Annex 1. Except as expressly provided in this Agreement, all fees are non-refundable. Company will pay all invoices within forty-five (45) days of the invoice date, in the currency in which the invoice is rendered. Late charges will apply equal to the lesser of (a) ten percent (10%) per year of the overdue amount or (b) the maximum amount permitted under applicable law. Company shall be responsible for and shall promptly pay all applicable taxes, including without limitation, all national, territorial, state and local sales and personal property and other taxes of a similar nature arising as a result of this Agreement, other than taxes based on Fairview's income.

6. **Warranty; Disclaimer.**

6.1 **Warranty.** Each Party represents and warrants that it has the authority to enter into this Agreement and to perform its obligations hereunder, and it will comply with all applicable laws, rules and regulations in exercising its rights and obligations hereunder (including but not limited to those regarding anti-bribery and anti-corruption (including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act, if applicable), data security and privacy (including the GDPR, if applicable), export and import control laws and non-infringement).

6.2 **Performance Warranty.** If during the Term a material defect occurs that is solely and directly caused by Fairview aggregating data or adding Meta-data to the Data Collection that causes Company's use of the Data Collection to be materially disrupted, Fairview shall, at Fairview's sole discretion, and as Company's sole and exclusive remedy and Fairview's sole liability for such defects, either replace or modify the Data Collection to avoid the defect; or grant Company the option of a fair and reasonable price reduction or, if the defect prevents use (in a persistent way) of a substantial proportion of the Data Collection, and the inability to use such part would materially diminish the benefit Company receives under this Agreement, the right to terminate this Agreement by twenty (20) days' written notice provided Company has not cured the defect during that period.

6.3 **Disclaimer.** COMPANY ACKNOWLEDGES THAT THE FAIRVIEW TECHNOLOGY MAY HAVE DEFECTS OR DEFICIENCIES WHICH CANNOT OR WILL NOT BE CORRECTED BY FAIRVIEW. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE FAIRVIEW TECHNOLOGY IS PROVIDED "AS IS" AND "AS-AVAILABLE" WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS, IMPLIED, ORAL, WRITTEN, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT; OR FOR THE USE, SUFFICIENCY, TIMELINESS, QUALITY, SECURITY, SUITABILITY, AVAILABILITY, COMPLETENESS OR ACCURACY OF THE FAIRVIEW TECHNOLOGY. FAIRVIEW DISCLAIMS LIABILITY FOR COMPANY'S OR ANY PARTY'S ACT OR OMISSION IN USE OF OR RELIANCE UPON THE FAIRVIEW TECHNOLOGY, OR THAT THE QUALITY OF ANY INFORMATION, DATA, RESULTS OR MATERIAL OBTAINED THROUGH THE FAIRVIEW TECHNOLOGY WILL MEET COMPANY'S OR ANY SUBLICENSEE'S OR OTHER THIRD PARTY'S REQUIREMENTS OR EXPECTATIONS; ERRORS OR DEFECTS WILL BE CORRECTED; OR THE FAIRVIEW TECHNOLOGY IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. COMPANY HAS SOLE RESPONSIBILITY FOR FULFILLING ANY REQUIREMENTS OR ACCOMPLISHING ANY OBJECTIVES FOR WHICH IT OR ITS SUBLICENSEES USE THE FAIRVIEW TECHNOLOGY. COMPANY AKNOWLEDGES THAT THE FAIRVIEW TECHNOLOGY IS NOT AND IS NOT INTENDED TO SUPPLY INVESTMENT, TAX OR LEGAL ADVICE OR AS A RECOMMENDATION REGARDING A COURSE OF ACTION, INCLUDING ANY RECOMMENDATION REGARDING PARTICULAR FINANCIAL INSTRUMENTS, INVESTMENTS, INTELLECTUAL PROPERTY INFORMATION OR PRODUCTS.

7. **Indemnification.**

7.1 **Fairview Indemnity.** Fairview will defend and indemnify Company and hold them and its affiliates, officers, directors, employees, and agents harmless from any and all third party claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) ("Losses") arising from a third party claim that Company's use of the Fairview Technology infringes that third party's patent, copyright or trade secret rights. If a claim of infringement occurs, or if Fairview determines a claim is likely to occur, Fairview will have the right, in its sole discretion, to either (a) procure for Company the right or license to continue to use the Fairview Technology free of the infringement claim or (b) modify the Fairview Technology to make it non-infringing, without loss of material functionality. If neither of these remedies is reasonably available to Fairview, Fairview may immediately terminate the relevant Fairview Technology and return the prorated portion of any pre-paid, unused fees for the relevant Fairview Technology. Notwithstanding the foregoing, Fairview will have no obligation with respect to any claim that is based upon or arises out of (i) the use or combination of the Fairview Technology with any hardware, software, products, data, or other materials not provided by Fairview, (ii) modification or alteration of the Fairview Technology by anyone other than Fairview, (iii) combination of the Fairview Technology with any software, services or hardware provided by anyone other than Fairview, (iv) use of Fairview Technology in excess of the rights granted in this Agreement, or (v) any specifications or other intellectual property provided by or on behalf of Company. The provisions of this Section state the sole and exclusive obligations and liability of Fairview and sole and exclusive remedy of Company for any claim of intellectual property infringement.

7.2 **Company Indemnity.** Company will defend and indemnify Fairview and hold it and its affiliates, officers, directors, employees, and agents harmless from any and all Losses incurred by Fairview as a result of any claim, judgment or adjudication related to or arising from (i) Company's use of the Fairview Technology or (ii) breach of any of Company's or its sublicensees' obligations, representations or warranties hereunder.

7.3 Notification. The foregoing indemnification obligations are contingent upon the Party seeking indemnification promptly notifying the indemnifying Party in writing of such claim, permitting the indemnifying Party sole authority to control the defense or settlement of such claim and providing the indemnifying Party reasonable assistance in connection therewith.

8. Confidentiality.

8.1 Definition of Confidential Information. Each Party agrees that all proprietary, non-public information supplied by one Party and its affiliates and agents (collectively, the “Disclosing Party”) to the other (“Receiving Party”) will be deemed confidential and proprietary to the Disclosing Party, regardless of whether such information was marked as “confidential” or “proprietary” (“Confidential Information”). Confidential Information will not include any information or material: (a) that has previously become or is generally known to the public, unless it has become generally known through a breach of this Agreement or a similar confidentiality agreement; (b) was previously rightfully known by the Receiving Party; (c) has been or is hereafter rightfully received by the Receiving Party from a third person (other than the Disclosing Party) without restriction or disclosure and without breach of a duty of confidentiality to the Disclosing Party; or (d) has been independently developed by the Receiving Party without access to Confidential Information of the Disclosing Party. Each Party agrees that the Receiving Party will hold any and all Confidential Information it obtains in strictest confidence and will use and permit use of Confidential Information solely for the purposes of this Agreement. The Receiving Party will notify the Disclosing Party immediately of any unauthorized disclosure or use, and will cooperate with the Disclosing Party to protect, all proprietary rights in and ownership of its Confidential Information.

8.2 Compelled Disclosure. To the extent required by lawful order or requirement of a court or governmental authority having competent jurisdiction, the Receiving Party may disclose Confidential Information in accordance with such law or order or requirement, provided that as soon as possible, the Receiving Party will notify the Disclosing Party of the compelled disclosure of the Confidential Information in writing. On termination of this Agreement, the Receiving Party will return or destroy, at the Disclosing Party’s option, the Disclosing Party’s Confidential Information.

9. Liability; Remedies.

9.1 Disclaimer of Liability. NEITHER FAIRVIEW NOR ITS SUPPLIERS OR LICENSORS WILL HAVE ANY LIABILITY TO COMPANY, SUBLICENSEES OR ANY OTHER THIRD PARTY FOR ANY LOSS OF PROFITS, SALES, TRADING LOSSES, BUSINESS, DATA, OR OTHER INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, INCLUDING USE OF, DELAY, LOSS OF USE OR INABILITY TO USE THE FAIRVIEW TECHNOLOGY, DEFECTIVE OR UNAVAILABLE DATA OR INFORMATION, OR ERRONEOUS OR DUPLICATE TRANSACTIONS. THE TOTAL LIABILITY OF FAIRVIEW AND ITS SUPPLIERS AND LICENSORS TO COMPANY, SUBLICENSEES OR ANY OTHER THIRD PARTY ARISING OUT OF THIS AGREEMENT OR USE OF OR INABILITY TO USE THE FAIRVIEW TECHNOLOGY IN CONNECTION WITH ANY CLAIM OR TYPE OF DAMAGE (WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE) WILL NOT EXCEED THE TOTAL FEES PAID OR DUE AND PAYABLE HEREUNDER BY COMPANY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THIS LIMITATION OF LIABILITY WILL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL OF THEIR ESSENTIAL PURPOSE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, FAIRVIEW WILL HAVE NO LIABILITY FOR ANY LOST PROFITS, TRADING LOSSES, OR OTHER DAMAGES OF EVERY KIND AND TYPE RESULTING FROM THE DELAY OR LOSS OF USE OF THE FAIRVIEW TECHNOLOGY, DEFECTIVE OR UNAVAILABLE DATA OR INFORMATION, ERRONEOUS OR DUPLICATE TRANSACTIONS.

9.2 Remedies. Company acknowledges that a breach of its obligations to Fairview under this Agreement, other than any payment obligations hereunder, may result in irreparable and continuing damage for which monetary damages may not be sufficient, and agrees that Fairview will be entitled to seek, in addition to its other rights and remedies hereunder or at law, injunctive and/or other equitable relief, and such further relief as may be proper from a court of competent jurisdiction. All remedies of Fairview set forth in this Agreement are cumulative and in addition to and not in lieu of any other remedy of Fairview at law or in equity.

10. Termination; Effects of Termination; Survival.

10.1 Termination for Breach. If a Party materially breaches this Agreement and (a) such breach is incapable of cure or (b) such breach is capable of cure, but the breaching Party does not cure such breach within twenty (20) days after written notice of the breach, the non-breaching Party may terminate this Agreement and/or the relevant sublicenses upon written notice. Termination of this Agreement or such sublicenses will be without prejudice to any other rights and remedies that a Party may have under this Agreement or at law or in equity.

10.2 Effects of Termination. Immediately upon expiration or earlier termination of this Agreement, (a) Company’s and its sublicensees’ License and access to the Fairview Technology will cease and Company and its sublicensees will have no further right to access to the Fairview Technology and (b) each Party shall return all of the other Party’s Confidential Information to such other Party (or, at such other Party’s option or where return of Confidential Information is impracticable, permanently destroy it). Fairview reserves all rights and remedies that it has by operation of law or otherwise to enjoin the unlawful or unauthorized use of the Fairview Technology.

10.3 Survival. Sections 4 through 10 and 12, 13 and 15 will survive the expiration or termination of this Agreement.

11. **Suspension of Fairview Technology.** Fairview may, in its sole discretion, suspend Company's and sublicensees' access to the Fairview Technology for any of the following reasons: (a) to prevent damages or risk to, or degradation of the Fairview Technology; (b) to comply with any law, regulation, court order, or other governmental request; (c) to otherwise protect Fairview from potential legal liability; or (d) in the event an invoice remains overdue for forty five (45) or more days per the agreed upon payment terms. If Fairview suspends access without due cause (including events when the access is suspended for longer period than necessary), it shall issue a credit note for the amount of (the relevant part, if applicable, of) the Fees paid for the period of suspension (or the period of any unnecessary suspension, as the case may be).

12. **Force Majeure.** Fairview shall not be responsible for any delay or failure in performance of its obligations under this Agreement resulting from acts beyond its control, including but not limited to, any act of God, act of governmental authority, act of public enemy, computer or system failure, or due to war, terrorism, riot, fire, flood, civil commotion, insurrection, labor difficulty (including, without limitation any strike, or other work stoppage or slowdown), or severe or adverse weather conditions.

13. **Governing law and Jurisdiction.** Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of the Czech Republic, without regard to the conflicts of law principles thereof, and may be brought in the courts thereof.

14. **Assignment.** Neither Party may assign its rights or obligation arising under this Agreement without the prior written consent of the other Party, except either Party may assign this Agreement, without the other Party's consent, to an entity that acquires all or substantially all of the business or assets of the Party, whether by merger, reorganization, acquisition, sale, or otherwise, provided that such entity agrees in writing to be bound by the terms hereof. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties' permitted successors and assigns. If this Agreement is assigned by Company, then subsequent assignees shall only be able to use the Data Collection provided hereunder with the products or services available and being used in association with the products or services provided pursuant to this Agreement as of the Effective Date of the initial assignment. In addition, subsequent assignees shall not be able to extend the rights assigned hereunder to any of the assignee's subsidiaries, parents or agents.

15. **General.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision, with all other provisions remaining in full force and effect. The parties are independent contractors and no joint venture, partnership, employment or agency relationship exists between the Parties as a result of this Agreement. The failure of either Party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such Party in writing. Any modification or amendment of this Agreement shall be in writing signed by the Parties. This Agreement (including Annex 1) comprises the entire agreement between Company and Fairview regarding the subject matter contained herein and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the Parties regarding such subject matter. Notices and other communications under this Agreement shall be: (a) in writing; (b) delivered by hand or by registered or certified mail, return receipt requested, or by overnight carrier, to the Parties at the addresses set forth below or to such addresses as either Party shall specify by a written notice to the other; and (c) deemed given upon receipt. This Agreement may be executed in counterparts, which counterparts, taken together, shall constitute one agreement and each Party hereto may execute this Agreement by signing such counterpart.

16. **Definitions**

The following terms used in this Agreement shall have the meaning set forth herein:

16.1 "**Data Collection**" shall be comprised of data as described in Annex 1, including but not limited to patent data, linguistic resource data, business data, technical data and scientific data as well as updates thereto retrieved from different sources. This data is aggregated into a unified archive with a common format, along with meta-data enhancements.

16.2 "**Data Warehouse**" shall mean the SOLR search index and the relational database configuration, database schema, and all associated data formats, software configurations, and computer system configurations provided by Fairview and required to host and update the Data Collection.

16.3 "**IFI CLAIMS Proprietary Data**" shall mean all XML content clearly identified by the attribute 'load_source="ifi"' or all data contained in the XML section <ifi-integrated-data> that includes but is not limited to the following data types: IFI standard assignee, IFI probable assignee, IFI current assignee, IFI expanded titles, and certain US claims and abstracts for documents published between 1950 and 1976.

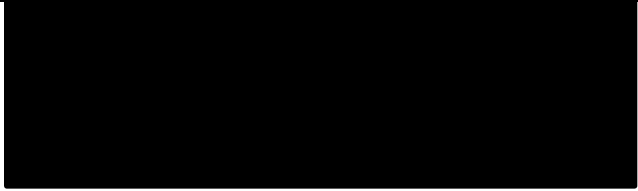
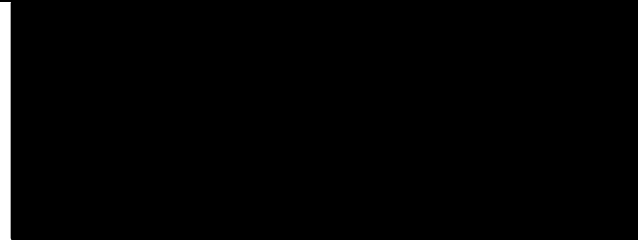
16.4 "**Intellectual Property Rights**" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

16.5 "**License**" shall mean rights granted under this Agreement described in detail in Section 2.

16.6 "**Meta-data**" shall mean data or other resources added to the Data Collection by Fairview.

16.7 **“Substantial Part”** of the Data Collection is defined as any subset of the Data Collection containing more than 25% of the records of any subsection of the Data Collection. A subsection is defined as all records from any single publishing source published within a calendar year. For example, distributing a complete copy of all EPO granted patents for 2009 would be considered a Substantial Part and therefore a breach of this Agreement. For the sake of clarity, distributing more than 25% of any subsection containing any data element that is part of the IFI CLAIMS Proprietary Data would be considered a Substantial Part. For example, any extract containing more than 25% of the 2009 US granted patents containing only IFI CLAIMS standard assignees would be considered a Substantial Part.

The respective authorized representative of each Party has executed this Agreement effective as of the date of the last signature below.

Fairview Research, LLC (a/k/a IFI CLAIMS Patent Services)  _____ (Name - Print or Type) _____ (Title - Print or Type)
Address for notice: Fairview Research, LLC (a/k/a IFI CLAIMS Patent Services) 195 Church Street, 11 th Floor New Haven, CT, 06443, USA Attn: Mike Baycroft
Company: National Library of Technology CZ  _____ (Title - Print or Type)
Address for notice: National Library of Technology CZ Technicka 6, 160 80 Prague 6

ANNEX 1: LICENSE SPECIAL TERMS SCHEDULE

Effective Date: This Agreement takes effect on the date of publication in the Czech Register of Contracts or on September 1, 2022 (whichever occurs later)

Agreement Term: 1 year from Effective Date (“Expiration Date”)

Special License Terms:

Additional Terms and Conditions:

[None]

Subject of this Agreement is the following Data Collection:

The Data Collection is herein defined as the data contained in the CLAIMS Direct repository as described in the Data Coverage Annex 2 attached hereto. For the sake of clarity, the Data Collection only includes data clearly identified as “included” as part of the **Premium** subscription per the below Data Coverage section.

All prices are quoted in US Dollars exclusive applicable taxes, if any.

License Fee and Payment Schedule: Payments and optional termination notice will be made as follows

Within 45 (forty five) days from Effective Date or within 45 (forty five) days from the receipt of Fairview's invoice, whichever is later	\$ 38,610 (THIRTY-EIGHT THOUSAND AND SIX HUNDRED AND TEN) – Annual CLAIMS Direct Subscription
At least 60 days before the Expiration Date	Company has the option to renew one time this Agreement for an additional 1 year term by notifying Fairview in writing. This renewal will be invoiced at \$ 38,610 (THIRTY-EIGHT THOUSAND AND SIX HUNDRED AND TEN)) and payable within 45 (forty five) of the Expiration Date or withing 45 (forty five) days of the receipt of Fairview's invoice, whichever is later.

For the avoidance of doubt: any invoices issued before contract publication in the Czech Register of Contracts are deemed invalid by the Czech law.

The subscriptions cover the initial delivery of the Data Collection and all updates.

Restricted Use: Without any prejudice to Section 2 and Section 3, the Company may only use the Data Collection as part of the information products or services provided by Company.

Company’s Information Products and Services:

The CLAIMS Direct service will be connected to Company’s search tool, which is used by Company staff to create comprehensive searches on a selected technical topic or to perform a full patent search as requested by its customers. The tool is only used by Company staff and is not available to the customers.

Data Warehouse Use: Company acknowledges that the design and configuration of the Data Warehouse is the sole property of Fairview.

Fairview will authorize access to a shared, hosted version of the Data Warehouse for Company. This shared, hosted version of the Data Warehouse may be used for QA, development, failover, and ad hoc data retrieval and searching. This Data Warehouse is a shared service, is subject to shared services quotas, and is intended for ad hoc data retrieval (see <https://docs.ificlaims.com/display/CDVDP/Service+Limits>). At Fairview's sole discretion, Fairview may restrict or block access to shared services should Fairview determine Company's request load is interfering with the acceptable operations of the shared, hosted service.

Data Updates: Fairview will use commercially reasonable efforts to update the Data Warehouse when new data is published by the patenting authority -- usually within 1-2 working days of receipt of the data. Data updates consist of first-time published documents as well as changes in previously existing records. Larger updates such as assignments, reclassification, etc. can take more time. Fairview will provide an update routine that the Company can use to automate the updated schedule of the Company's instance of the Data Warehouse. Fairview expects that most updates will be weekly and will publish a regular update report that documents the current updates to Fairview's data archive.

Attachments: Company is also granted access to the CLAIMS Direct Attachment server, a shared web service that enables access to all special media attachments to the patent documents such as clipped images, chemical structures, gene sequences, and facsimile copies of original patent documents. This attachment server is a shared service, is subject to shared services quotas, and is intended for ad hoc data retrieval. (see <https://docs.ificlaims.com/display/CDVDP/Service+Limits>) At Fairview's sole discretion, Fairview may restrict or block access to shared services should Fairview determine Company's request load is interfering with the acceptable operations of the shared, hosted service

Modifications (if any):

[none]

ANNEX 2: DATA COVERAGE

Claims Global Data Coverage (as of July 16, 2019)

Current version available at <https://docs.ificlaims.com/display/CDVDP/Claims+Global+Data+Coverage>

Claims Global merges data from different data sources including:

- Bibliographic data from DocDB, the EPO master documentation database covering data from over 90 countries.
- Legal status from Inpadoc, a database produced by the EPO and covering over 40 international patent authorities.

This data is available to all subscription levels. More details about DocDB and Inpadoc coverage can be found [here](#).

- Bibliographic and full text data from national patent offices as described in the table below. The availability of this data will differ depending on your subscription level.

Please note that some patent authorities don't publish PCT national phase Apps and others have changed their policies regarding PCT publications over the years. We work to add these filings whenever possible, but some gaps may appear.

Country	Kind	From	Language	English Translation	Bib Data and Abstract	Desc	Claims	Ref Images	Drawing Sheets	PDFs
AP	Granted	1985-2005	EN		Y**	Y**	Y**			Y**
AT	Apps	2005	DE	Y*	Y*	Y*	Y*			Y*
	Utility Models	1994	DE	Y*	Y*	Y*	Y*			Y*
	Granted	1990	DE	Y*	Y*	Y*	Y*			Y*
AU	Apps	1900	EN		Y*					
		1990	EN		Y*	Y*	Y*			Y*
	Granted	1967	EN		Y*					
		1990	EN		Y*	Y*	Y*			Y*
BE	Apps	1980	FR, DE, DU	Y*	Y*	Y*	Y*	Tiff		Y*
	Granted	2015	FR, DE, DU	Y*	Y*	Y*	Y*			Y*
BG	Apps	1994	BG	Y**	Y**	Y**	Y**			Y**
	Granted	1994	BG	Y**	Y**	Y**	Y**			Y**
	Utility Models	1994	BG	Y**	Y**	Y**	Y**			Y**
BR	Apps	2010	PT	Y**	Y**	Y**	Y**			Y**
	Utility Models	2009	PT	Y**	Y**	Y**	Y**			Y**
	Granted	2014	PT	Y**	Y**	Y**	Y**			Y**
CA	Apps	1978	EN, FR	Y*	Y*	Y*	Y*			2000+
	Granted	1978	EN, FR	Y*	Y*	Y*	Y*			2000+
CH	Apps	1980	DE, FR, IT	Y*	Y*	Y*	Y*			Y*
	Granted	1980	DE, FR, IT	Y*	Y*	Y*	Y*			Y*
CN	Apps	1985	ZH	Y	Y**	Y**	Y**	Tiff (2011+)		Y**

	Granted	1985	ZH	Y	Y**					
		1990	ZH	Y	Y**	Y**	Y**	Tiff (2011+)		Y**
	Utility Models	1985	ZH	Y	Y**	Y**	Y**	Tiff (2011+)		Y**
CS	Granted	1980-1993	CS	Y**	Y**	Y**	Y**			Y**
CZ	Apps	1993	CS	Y*	Y*	Y*	Y*			Y*
	Granted	1993	CS	Y*	Y*	Y*	Y*			Y*
	Utility Models	1993	CS	Y*	Y*	Y*	Y*			Y*
DD	Granted	1980-2003	DE	Y*	Y*	Y*	Y*			Y*
DE	Apps	1987	DE	Y*	Y*	Y*	Y*	Tiff (2004+)		
	Granted	1987	DE	Y*	Y*	Y*	Y*	Tiff (2004+)		
	Utility Models	1999	DE	Y*	Y*	Y*	Y*	Tiff (2004+)		
DK	Apps	1980	DA, EN	Y*	Y*	Y*	Y*	Tiff		Y*
	Granted	1980	DA, EN	Y*	Y*	Y*	Y*	Tiff		Y*
EA	Granted	2000	RU	Y**	Y**	Y**	Y**			Y**
EP	Apps	1978	DE, EN, FR	Y	Y	Y	Y	Tiff		Y
	Granted	1980	DE, EN, FR	Y	Y	Y	Y	Tiff		Y
ES	Patents	2004	ES	Y	Y	Y	Y	Tiff (2019+)		2007+
	Utility Models	2004	ES	Y	Y	Y	Y	Tiff (2019+)		2007+
FI	Apps	1980	FI, EN	Y*	Y*	Y*	Y*	Tiff		Y*
	Granted	1980	FI, EN	Y*	Y*	Y*	Y*	Tiff		Y*
FR	Apps	1981	FR	Y*	Y*	Y*	Y*	Tiff		Y*
GB	Apps	1980	EN		Y*	Y*	Y*			Y*
HU	Apps	1980	HU	Y**	Y**	Y**	Y**			Y**
	Granted	1980	HU	Y**	Y**	Y**	Y**			Y**
IN	Apps	2004	EN		Y*	Y*	Y*			
	Granted	1972	EN		Y*	Y*	Y*			
JP	Apps	1976	EN, JA		Y				Tiff (front page, 1980+)	

		1993	JA	Y*	Y*	Y*	Y*	Tiff app, pos, xml (2004+)	Tiff (front page)	2004+
	Granted	1993	JA	Y*	Y*	Y*	Y*	Tiff app, pos, xml (2004+)		2004+
	Utility Models	1994	JA	Y*	Y*	Y*	Y*	Tiff app, pos, xml (2004+)		2004+
KR	Apps	1983	KO, EN	Y*	Y*	Y*	Y*	Tiff, JPEG (2006+)		Y*
	Granted	1979	KO, EN	Y*	Y*	Y*	Y*	Tiff, JPEG (2006+)		Y*
	Utility Models	1979	KO, EN	Y*	Y*	Y*	Y*	Tiff, JPEG (2006+)		Y*
LT	Granted	1994	LT	Y**	Y**	Y**	Y**			Y**
LU	Apps	1980	LU, DE, FR, EN	Y*	Y*	Y*	Y*	Tiff		Y*
LV	Granted	1994	LV	Y**	Y**	Y**	Y**			Y**
NL	Apps	1990	DU, EN	Y*	Y*	Y*	Y*	Tiff		Y*
	Granted	1997	DU, EN	Y*	Y*	Y*	Y*	Tiff		Y*
OA	Granted	1980-2007	EN, FR	Y**	Y**	Y**	Y**			Y**
PT	Apps	1986	PT	Y**	Y**	Y**	Y**			Y**
	Granted	1986	PT	Y**	Y**	Y**	Y**			Y**
RO	Apps	2011	RO	Y**	Y**	Y**	Y**			Y**
	Granted	1993	RO	Y**	Y**	Y**	Y**			Y**
RU	Apps	1994	RU	Y*	Y*		Y*			2005+
	Granted	1994	RU	Y*	Y*	Y*	Y*	Tiff, JPEG		2005+
	Utility Models	1994	RU	Y*	Y*	Y*	Y*	Tiff, JPEG		2005+
SI	Granted	1992	SI	Y**	Y**	Y**	Y**			Y**
SK	Apps	1993	SK	Y*	Y*	Y*	Y*			Y*
	Granted	1993	SK	Y*	Y*	Y*	Y*			Y*
	Utility Models	2008	SK	Y*	Y*	Y*	Y*			Y*
TW	Apps	2003	ZH	Y**	Y**	Y**	Y**			Y**
	Granted	2000	ZH	Y**	Y**	Y**	Y**			Y**
	Utility Models	2004	ZH	Y**	Y**	Y**	Y**			Y**

US	Apps	2001	EN		Y	Y	Y	cdx, mol, nb, seq, tiff		Y
	Granted	1920- 1949	EN		Y					Y
		1950- 1975	EN		Y		Y			Y
		1976	EN		Y	Y	Y	cdx, mol, nb, seq, tiff (2001+)		Y
WO	Apps	1978	EN, DE, ES, FR, JA, KO, RU, ZH	Y	Y	Y	Y	Tiff, JPEG		Y

Notes:

* CLAIMS Direct Premium content

** CLAIMS Direct Premium Plus content

ANNEX 3

DATA PROTECTION ADDENDUM TO IFI CLAIMS DIRECT LICENSE AGREEMENT

This Data Protection Addendum (“DPA”) to Direct License Agreement (“Agreement”) is entered into by and between Fairview Research, LLC (a/k/a IFI CLAIMS Patent Services) (“Fairview”) and the person or entity identified as the Company or Commercial Provider or Evaluator in the signature block of the DPA (“Company” or “Commercial Provider”) (Fairview and Company or Commercial Provider, each referred to individually as a “Party” and collectively as the “Parties”), and is effective as the Effective Date. Capitalized terms not otherwise defined shall have the meaning set forth in the Agreement.

1. Definitions

For the purpose of this DPA, the defined terms shall have the following meaning:

(a) “Applicable Data Protection Legislation” shall mean the General Data Protection Regulation ((EU) 2016/679) (“GDPR”), the European Directives 95/46 and 2002/58/EC (as amended by Directive 2009/136/EC) and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them (including but not limited to the Privacy and Electronic Communication (EC Directive) Regulations 2003), and all other applicable laws relating to the processing of Personal Data and privacy that may exist in any relevant jurisdiction, including, where applicable, the guidance and codes of practice issued by the relevant supervisory authorities; and

(b) “Controller Personal Data” means any personal data that is processed by a party under the Agreement in connection with its provision or use (as applicable) of the Controller Services.

(c) “Controller Services” means Fairview’s Data Collection and suite of services as licensed under the terms of the Agreement.

(d) “Data Controller”, “Data Processor”, “Third Party Processor”, “Data Subject”, “Personal Data” and “Processing” shall have the meanings given in the GDPR, first and foremost, and then any related Applicable Data Protection Legislation; and

(e) “EU” and “EEA” shall respectively mean the European Union and the European Economic Area.

2. Scope. This DPA only applies to the extent that Applicable Data Protection Legislation applies to the Processing of Controller Personal Data under the Agreement, including if (i) the Processing is in the context of the activities of an establishment of either Party in the EEA and/or (ii) the Controller Personal Data relates to Data Subjects who are in the EEA and the Processing relates to the offering to them of goods or services or the monitoring of their behavior in the EEA by or on behalf of a Party.

3. Roles and Restrictions.

3.1 Roles.

(a) Each party to this DPA is an independent Data Controller of the Controller Personal Data under Applicable EU Data Protection Legislation;

(b) The Parties do not and will not process Controller Personal Data which it discloses or receives under the Agreement as joint controllers; and

(c) Each Party shall be individually and separately responsible for complying with the obligations that apply to it as a Data Controller or Data Processor, as the case may be, under Applicable Data Protection Legislation.

3.2 Restrictions. Nothing in this Section 3 shall modify any restrictions applicable to either Party’s rights to use or otherwise process Controller Personal Data under Company’s Agreement with Fairview, and Company will process Controller Personal Data solely and exclusively for the purposes specified in the Agreement. Fairview is obliged to use secure communication channels for any Controller Personal Data transfers between the Company and Fairview.

4. Effect of Failure to Comply with Applicable Data Protection Legislation In the event that Company or Commercial Provider fails to comply with its obligations as a Data Controller or Data Processor, as the case may be, with respect to the Controller Personal Data under Applicable Data Protection Legislation, Fairview may in its sole discretion cease providing Company or Commercial Controller with access to the Controller Personal Data and Controller Services provided that the Company or Commercial Provider fails to remedy such non-compliance within a time period agreed by the Parties and if no time period is agreed, then within twenty (20) days after written notice of the non-compliance. In the event that Fairview fails to comply with its obligations as a Data Controller or Data Processor, as the case may be, with respect to the Controller Personal Data under Applicable Data Protection Legislation and fails to remedy such non-compliance within a

time period agreed by the Parties and if no time period is agreed, then within twenty (20) days after written notice of the non-compliance, the Company or Commercial Provider may in its sole discretion terminate the Agreement.

5. Third Party Data Processors. Company or Commercial Provider acknowledges that it may transfer Controller Personal Data to and otherwise interact with third party data processors. Company agrees that if and to the extent such transfers occur, Company or Commercial Provider is responsible for entering into separate contractual arrangements with such third-party data processors binding them to comply with obligations in accordance with Applicable Data Protection Legislation. For the avoidance of doubt, such third-party data processors are not subprocessors.

6. Order of Precedence. In the event of a conflict between the provisions of this DPA and those of the Agreement with Fairview, the provisions of this DPA will control. Except as modified herein, all terms and conditions of the Agreement between Fairview and Company or Commercial Provider shall remain in full force and effect.