

Terms & Conditions for Licensing the FIZ PatMon Service

1. Services of FIZ Karlsruhe

FIZ Karlsruhe provides an online Patent Monitoring Service for its customers, FIZ PatMon. FIZ PatMon is a web-based tool for the worldwide monitoring of patent rights facilitating customized monitoring in an intuitive interface. It is based on established INPADOC datasets, upgraded by additions and standardizations from FIZ Karlsruhe and hosted at FIZ Karlsruhe in Germany. In addition, FIZ PatMon provides links to selected patent registers operated by official patent authorities. Patent monitoring is organized by so-called "Cases". Each Case is defined by a single patent number.

2. Agreement/Provision of Password(s)

Generally, upon receipt of the customer's order of FIZ PatMon ("the Services") an agreement between FIZ Karlsruhe and the customer takes effect, and FIZ Karlsruhe will issue the customer the account number, password(s) and loginID(s) required for using the Services.

3. Confidentiality and Data Protection

(1) Maintaining the confidentiality of the customer's password(s) and access authorizations in the customer's domain is the customer's responsibility and risk.

(2) FIZ Karlsruhe uses appropriate efforts in its area of responsibility to ensure that information provided by the customer and the contents of the customer's online searches will be treated in strictest confidence. However, data transmission and data linkage between FIZ Karlsruhe and the customer via a network are exclusively the customer's responsibility.

The customer's personal data are exclusively used for the purposes of performing this agreement, for billing the services used by the customer, for customer liaison and support as well as telephone advice on how to use FIZ PatMon, and for improving the product. Subject to the customer's approval the customer's personal data will also be used for sending product information. Within the scope of its contractual obligations, FIZ Karlsruhe shall be entitled to store and process the personal data of the customer in electronic form. Additional information can be found here: Privacy Policy (<https://www.fiz-karlsruhe.de/en/ueber-uns/datenschutzerklaerung>).

4. Copyrights and Use Restrictions

(1) The Services, including the help texts and the application, are protected by copyright and ancillary copyright. All rights are held by FIZ Karlsruhe.

(2) Results delivered online or via e-mail are only for internal (own) use by the customer or within the customer's institution.

(3) Information Brokers or Law Firms may deliver results to their clients, as long as each Case is assigned to one client only.

The customer must obtain FIZ Karlsruhe's specific written permission for any further use of results obtained for third parties, particularly for the transmission of results in electronic form or their distribution in hardcopy, e.g. sale, loan, license, or free of charge.

The customer must make his/her best efforts to prevent the theft or inadvertent illicit dissemination of results. In such case the customer must promptly inform FIZ Karlsruhe and co-operate to defend any tortious acts.

5. Invoicing and Payment

- (1) FIZ Karlsruhe will invoice the license fee for the use of FIZ PatMon to the customer upon communication of the access authorization.
- (2) Initial Prices are those quoted in the price list valid at the time the initial order was placed. VAT as shown in the current price list will be charged in addition.
- (3) If the license is prolonged for another period (see section 7(1)), the prices as stated in the price list at the time of the beginning of the new license period shall apply.
- (4) The amount billed is payable without deductions within thirty (30) days from date of invoice. Default in payment arises when customer fails to pay the due amount prior to, or at, maturity.
- (5) If the amount due has not been fully paid within sixty (60) days from the date of invoice, FIZ Karlsruhe shall be entitled to block the customer's online access.
- (6) In the event that the customer is in default of payment, FIZ Karlsruhe shall be entitled to charge an interest for default at the statutory rate of 9% above the prime rate.

6. Warranty and Liability

- (1) In the event of system-based failures impairing the use of the Services, customer shall be credited for invoiced, but impaired, Services use. Any compensation in excess thereof shall be excluded.
- (2) FIZ Karlsruhe shall make its best efforts to deliver correct information in the Services, however, FIZ Karlsruhe does not assume warranty or liability for completeness, accuracy and timeliness. The Services may contain links to other websites, e.g. patent registers. These websites are operated by third parties, for which FIZ Karlsruhe cannot be held responsible.
- (3) FIZ Karlsruhe will only be liable for damage caused by willful intent or gross negligence attributable to FIZ Karlsruhe, its legal representatives or persons employed in performing its obligations, except for damages resulting from breach of essential obligations of the contract. In such cases, FIZ Karlsruhe's liability is limited to damages caused as a typical and foreseeable consequence of the breach of contract. Liability for damages to life, body and health as well as liability according to the Product Liability Act remain unaffected. FIZ Karlsruhe will not assume any warranty or liability for damages caused by force majeure.
- (4) FIZ Karlsruhe disclaims any liability for damage incurred by the customer as a consequence of improper use or loss of the customer's access authorization. In this context, FIZ Karlsruhe warns, in particular, of the risks involved in transmitting such information via the Internet because currently available security technologies and procedures cannot guarantee best security.
- (5) The information contained in the help texts concerning information contents and functions is to illustrate usage possibilities; it is not to be viewed as providing a legally binding assurance of certain characteristics of the Services.

7. Duration and Termination of Agreement

- (1) The License Agreement for using the Services is concluded regularly for a one year period, as stated in the customer's order. The License Agreement will be prolonged automatically for another one year period unless terminated by either party upon written notice to the other party not later than sixty (60) days prior to the end of the agreement period.

(2) Moreover, FIZ Karlsruhe shall be entitled to terminate the agreement forthwith without notice if the customer commits a material breach of this agreement, in particular, if the customer fails to pay invoices, despite reminders.

(3) When termination becomes effective, the customer's access authorization(s) will be blocked.

(4) After termination of the agreement, the customer shall continue to observe the copyright terms pursuant to section 4(1).

8. Final Clauses

(1) The place of performance is the headquarters of FIZ Karlsruhe, both for the customer and FIZ Karlsruhe.

(2) Any customer's terms and conditions are not applicable.

(3) The place of jurisdiction is Karlsruhe, if the customer is a merchant, a legal person under public law, or a federal special fund under public law. This agreement is construed under, and governed by, German law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

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