

This document is used to clarify the license agreement, the deliverables, the conditions, and justification of the data feed between the parties specified below.

Licensor

Quant IP GmbH ("Quant IP")
Nymphenburger Strasse 5
80335 Munich

Licensee

§ 1 DATA COLLECTION

Quant IP retrieves data including but not limited to patent data, linguistic resource data, business data, technical data and/or scientific data from different sources and aggregates this data into a unified archive with a common format. Additionally, Quant IP adds new proprietary data to further improve the quality of the dataset. All of this information is compiled in a data collection which is delivered in a table style format. Quant IP intends to make this data collection or to subsets thereof available to Licensee.

§ 2 LICENSEE RIGHTS

To the extent and only to the extent Licensor is permitted to do so by the applicable contracts, Licensor hereby grants to Licensee, subject to the terms of this License, the non-exclusive right to utilize the patent data described in § 3 (and called DATA in the following agreement). The DATA shall not be sold, traded, copied, distributed, transferred, disposed of or otherwise made available to any other parties, except affiliates under common control or ownership with Licensee, and any company acquiring or merging with Licensee. The above obligations are subject to the following exceptions:

- a. Licensee may show the DATA, but not provide copies thereof, to any third party or parties with which Licensee proposes to conduct good faith negotiations at arm's length.
- b. Such DATA may be shown to, and copies thereof provided to, agencies of federal and state governments having jurisdiction to the extent required by applicable law or regulation and Licensee shall use reasonable commercial means to require the confidential treatment of the DATA disclosed.
- c. Licensee may give unrestricted access to the DATA to any third party contracted by the Licensee to work with the DATA for projects of the Licensee.

§ 3 OWNERSHIP OF DATA

Licensee agrees that the DATA is a valuable property right of Licensor and that Licensor shall continue to own the DATA, as well as any copyright, trade secret, or any other intellectual property right related to the DATA, and shall have the exclusive right to sell, trade, loan, copy, disclose, distribute, transfer, or otherwise make available the DATA to others, except as provided herein. After the license contract is finished, the Licensee gets unlimited usage rights for the data specifically being created during the time of this license contract and the DATA specified here. The Licensee does not get ownership rights and is not allowed to sell or license this DATA unchanged to any third parties.

§ 4 DATA COVERAGE AND ORGANIZATION

The Licensor will provide the Quant IP Package 1 dataset. For details see Appendix I: Data Coverage.

§ 5 TIME FACTORS

The licensor will use commercially reasonable efforts to update the DATA when new data is published by the patenting authority.

§ 6 DURATION

This agreement has a duration of 24 months. After the 24 months period, and then every 12 months, this agreement will be extended by another year unless either party gives the other notice of termination at least 3 months prior to the expiration of the then-current renewal term.

§ 7 PAYMENT

The payment of the Quant IP Package 1 data is yearly and due at the time of the first delivery of the period. For details on the prices see Appendix II: Payment.

§ 8 PLACE OF JURISDICTION

This contract is subject to the law of the German Federal Republic.

§ 9 LIABILITY

As this license agreement refers to a customized data project, Licensor makes no warranty for the accuracy, correctness, quality, and completeness of the DATA and is therefore not liable for data accuracy, correctness, quality, and completeness. The Licensee has the obligation to continuously test and monitor data quality, accuracy, and completeness before using it.

Moreover, as the raw data depends on third parties, Quant IP does not guarantee the accuracy, completeness and correctness of the data as well as the specified delivery time. Quant IP is not liable for infrastructure issues due to the server host. Furthermore, Quant IP is only a provider of data and therefore not responsible for the use of it.

§ 10 MISCELLANEOUS

If any provision of this license agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of this agreement shall remain in force and unaffected.

§ 11 PRIMARY CONTACT

Lucas von Reuss, Managing Director, lvr@quant-ip.com

Appendix I: Data Coverage

In detail, the DATA consists of the following files:

- Historic patent metrics csv-files with monthly frequency 1995-02-15,
- historic technology footprint csv-files with monthly frequency 1995-05-15,
- the patent classification description file,
- the patent metrics file data dictionary,
- the technology footprint file data dictionary.

The licensee can download the DATA files via the Quant IP SFTP server or authorized data vendor platforms.

Appendix II: Payment

The license fee for the DATA in a one-year contract is:

Historical data delivery	0.00 USD
Monthly data updates per year	59,000.00 USD
Total per year	59,000.00 USD

Note: All prices are net prices. Adjustments and additional consulting are not included. If requirements change or additional tasks need to be done the pricing schedule will be adjusted. Consulting on technical or data related requests will be based on a consulting fee.