

Bundesdruckerei GmbH  
 Industrial Property Rights  
 Oranienstrasse 91  
  
 D-10958 Berlin

**Fax +49 (0)30 25 98 -13 06**  
 Fon +49 (0)30 25 98 -13 07  
 E-mail infovertrieb15@bdr.de

## Order form

### "Information from the PCT Gazette on CD-ROM"

According to the attached Terms of Subscription, we herewith order (please tick as applicable):

#### Delivery of the data from January \_\_\_\_\_ (year) on:

World-wide:  Annual subscription €485.00 plus delivery in paper bag (T-Bag) €435.00 = € 920.00  
 Europe:  Annual subscription €485.00 plus delivery in paper bag (T-Bag) €230.00 = € 715.00  
 Germany:  Annual subscription €485.00 plus delivery in paper bag (T-Bag) €180.00 = € 665.00

#### Archive-CDs:

Data of \_\_\_\_\_ (year) €485.00/  plus delivery in paper bag (T-Bag) € 5.00 = € 490.00  
 per year

#### Special applications:

We intend to allow access in a network (Terms of Subscription § 2.3).

#### Other information:

Please send me some information on the European Patent Bulletin on CD-ROM (ESPACE-BULLETIN)

The prices do not include the applicable VAT rate. VAT is not applicable for customers outside Germany. Customers within the European Union are requested to state their VAT registration number. The subscription price is payable in advance upon receipt of an invoice. The subscription becomes effective upon receipt of the confirmation of order by Bundesdruckerei. The subscription is automatically extended by one year unless one party to the contract has given written notice 6 weeks prior to the expiry of the annual subscription. The order can be withdrawn within 10 days.

#### Subscriber

\_\_\_\_\_  
 Surname, first name

\_\_\_\_\_  
 Company, department

\_\_\_\_\_  
 Street

\_\_\_\_\_  
 Post code, place, country

\_\_\_\_\_  
 Tel., Fax

\_\_\_\_\_  
 E-mail

#### Address of delivery

(if not identical with subscriber)

\_\_\_\_\_  
 Surname, first name

\_\_\_\_\_  
 Company, department

\_\_\_\_\_  
 Street

\_\_\_\_\_  
 Post code, place, country

\_\_\_\_\_  
 Tel., Fax

\_\_\_\_\_  
 E-mail

\_\_\_\_\_  
 Date, signature

# Terms of Subscription

effective between Bundesdruckerei GmbH, Berlin,  
- hereinafter referred to as "The Licensor" -

and the subscriber to the Information from the PCT Gazette on CD-ROM  
- hereinafter referred to as "The User" -

## Article 1 Subject of the Agreement

1. The Licensor shall make available, with the information from the PCT Gazette on CD-ROM, digital data of the World Intellectual Property Organization (WIPO); all available bibliographic data is prepared in searchable format.

2. Information from the PCT Gazette on CD-ROM is delivered weekly by subscription.

3. Information from the PCT Gazette on CD-ROM includes a search and retrieval software package (MIMOSA), the latest version of which is contained on every CD-ROM.

4. The Licensor shall endeavour to deliver the information from the PCT Gazette on CD-ROM on the day of publication (Thursdays). However, observance of the delivery dates cannot be guaranteed.

## Article 2 Rights Granted

1. All utilisation, exploitation and disposition rights to the data material provided shall remain with the Licensor, subject to the provisions outlined below.

2. The Licensor shall grant the User the non-exclusive and non-transferable right to utilise the data contained on the CD-ROM for internal purposes, using the search and retrieval software, e.g. to print and download individual documents for his own use.

**The forwarding of printouts or downloaded data to third parties shall not constitute internal use;** the same shall apply between companies in the same group or within associations, organisations or the like, insofar as these are companies with a separate legal personality. Upon request, the Licensor shall grant written permission for data to be disclosed to third parties for their internal use (special usage).

**3. The CD-ROM and the data contained thereon may only be utilised on stand-alone CD-ROM workstations which are not connected to a network.** Network utilisation rights may be acquired upon payment of an appropriate surcharge. The following surcharge is payable for utilisation in a network with unlimited access opportunities: Information from the PCT Gazette on CD-ROM: EURO 485.00 per annum.

**4. A contractual penalty of Euro 2,500 shall be payable to Bundesdruckerei GmbH for every incidence of violation of the aforementioned provisions, unless the User is able to prove that he was not liable for the violation or was guilty of simple negligence.**

5. All rights to the search and retrieval software shall remain with the European Patent Office, the US Patent and Trademark Office and the Japanese Patent Office. The User shall acquire non-exclusive, non-transferable utilisation rights to this software. The User is prohibited from passing the software on to third parties or duplicating it in any form whatsoever. This prohibition shall also apply to subsidiaries, group and affiliated companies and the like. The User shall be liable to the patent offices and the Licensor for every unauthorised copy originating from the software version issued to him.

## Article 3 Liability

The Licensor bears no liability for the completeness, factual accuracy and flawlessness of the data and search and retrieval software which is made available pursuant to Article 1, nor for any damage which may occur as a result of the usage thereof (such as damage caused by so-called virus programs). The aforementioned indemnity from liability shall not apply insofar as the damage is attributable to intent or gross negligence.

## Article 4 Duration and Termination of the Agreement

1. The Agreement shall stand for the CD-ROM subscription period cited on the order. **The subscription period shall be extended automatically by periods of one year unless terminated in writing by one of the contractual parties 6 weeks prior to expiry of the annual subscription.**

2. The user rights cited in Article 2 shall not be prejudiced by further delivery commitments.

3. Should the User fail to meet his obligations as outlined in this Agreement, and in particular, in the event that the data obtained from the Licensor is utilised in a way which violates this Agreement, the Licensor may terminate the Agreement with regard to his delivery obligation giving 30 days' notice, unless the violation is discontinued immediately upon receipt of a written warning. When this notice becomes effective, the right to pass printouts on to third parties shall expire. Any payments already made shall be forfeited. This shall not prejudice the right of termination in the event of a particularly serious contractual violation and the right to compensation.

## Article 5 Delivery, Prices

**1. Delivery shall be made at the cost of the User, who shall also bear the risk for loss or damage in transit.**

2. All prices are subject to forwarding costs and value added tax. The invoice amount is payable in advance.

## Article 6 General Terms and Conditions

1. The Licensor is entitled to transfer this Agreement, together with any rights and obligations still in force, to an affiliated company within the group or to WIPO. The User shall be notified in writing.

2. Place of performance and jurisdiction is Berlin. The laws of the Federal Republic of Germany shall apply exclusively.

3. Any amendments and addenda must be made in writing in order for them to be effective.