

General Business Terms of PAVIS GmbH, Starnberg ("PAVIS")

TERMS OF USE

The present translation is provided for the Customer's convenience only. The original German text of the General Business Terms for the use of services of PAVIS GmbH (Allgemeine Geschäftsbedingungen der PAVIS GmbH, Starnberg) is binding in all respects. In the event of any divergence between the English and the German texts, constructions, meanings or interpretations, the German text, constructions, meanings or interpretations shall govern exclusively.

1. **Contractual partner, scope**
 - 1.1 The contractual partner of the customer is:

PAVIS GmbH
Gautinger Strasse 10
82319 Starnberg, Germany
 - 1.2 The following General Business Terms shall apply to all contracts concluded between PAVIS GmbH, Gautinger Strasse 10, 82319 Starnberg, Germany (hereinafter "PAVIS") and the customer regarding services of PAVIS. The specific regulations under Sections "Services for the maintenance/extension of industrial and intellectual property rights" (hereinafter "IP rights"), "Search," "Recordal of Changes" and "Use of the portal PAVIS Online" shall respectively apply in addition to individual services of PAVIS.
 - 1.3 The agreements reached between PAVIS and the customer can be exclusively derived from the following General Business Terms and the written offer of PAVIS to the customer. General Business Terms of the customer shall not apply. They will also not apply if PAVIS does not explicitly object to the inclusion.
 - 1.4 The offer for the services of PAVIS is exclusively directed to entrepreneurs. These General Business Terms shall therefore also only be valid for the customer if the customer is an entrepreneur within the meaning of Section 14 BGB [German Civil Code]. An entrepreneur is a natural person or legal entity or a partnership with legal capacity, which acts while performing their commercial or self-employed professional activity with the conclusion of the legal transaction.
 - 1.5 The contractual language is German. The applicable law is that of the Federal Republic of Germany.
 - 1.6 These General Business Terms can be displayed under <https://www.pavis.com/general-business-terms/> and in the portal www.pavis-online.com under https://www.pavis-online.com/business_conditions.asp and be stored as a PDF file. The customer is entitled to print these out.
2. **Conclusion of contract, offer, prices**
 - 2.1 Insofar as not otherwise regulated in Subclauses 12.3 to 12.5, Subclause 13.8 and Subclause 14.6, the commissioning of PAVIS shall comprise the following steps:
 - The customer shall submit a service inquiry to PAVIS (by e-mail, fax, phone, via the website www.pavis.com or by post, hereinafter "Inquiry").
 - PAVIS shall submit to the customer a concrete offer for the requested services in text form by stating the price (e-mail is sufficient). This offer can refer to the provision of individual services or to the conclusion of a framework agreement.
 - The customer can accept the offer in text form (e-mail is sufficient).
 - PAVIS shall send the customer a declaratory order confirmation in text form (e-mail is sufficient) after receipt of the acceptance by PAVIS.
 - 2.2 The contract shall be concluded with the receipt of the customer's declaration of acceptance by PAVIS. In all cases in which the customer sends an order directly to PAVIS without a previous offer, the contract shall be concluded if the customer does not object to the inclusion of the General Business Terms in a text form (e-mail is sufficient) in the order confirmation it receives.
 - 2.3 The offers of PAVIS on the website www.pavis.com are non-binding.
 - 2.4 The service prices can be derived from the currently valid price lists as well as the price overview for services. All price details are net prices and are deemed to include the statutory value added tax.
- 2.5 If the official fees, which are deposited within the scope of individual services, change after conclusion of the contract and if PAVIS gains knowledge of said changes, PAVIS will inform the customer hereof and will then, if applicable, subsequently charge or credit these to the customer.
3. **Cost estimates**
 - 3.1 PAVIS reserves the right to submit fee-based cost estimates instead of a free offer for inquiries with regard to individual services. This will be explicitly pointed out to the customer before creation of the cost estimate. Subclause 2 shall incidentally apply to the commission of the fee-based cost estimate.
 - 3.2 The remuneration for a fee-based cost estimate is principally to be paid by the customer irrespective of a subsequent conclusion of a contract.
 - 3.3 If the customer accepts the offer of PAVIS contained in the cost estimate and if a contract is subsequently concluded, PAVIS reserves the right to deduct the remuneration for the cost estimate from the total invoice again.
4. **Terms of payment, default of payment**
 - 4.1 Invoices are due and payable within 14 days without deduction.
 - 4.2 In case of default of payment PAVIS is, irrespective of further claims, entitled to request default interest in the amount of nine (9) percentage points above the respective base lending rate without this requiring proof of a corresponding occurrence of damages.
 - 4.3 In case of default of payment of the customer, PAVIS is entitled to refuse new orders. If the customer does not make any payment either following a reminder of PAVIS or if there is an objective lack of creditworthiness of the customer or if the asset circumstances of the customer deteriorate to the extent that the payment claim of PAVIS is seriously in danger (e.g. opening of insolvency proceedings or the initiation of enforcement measures), PAVIS is entitled to withdraw or terminate the contract.
5. **Offsetting, retention**
 - 5.1 Customers may only offset against the payment claim of PAVIS with claims that are undisputed by PAVIS or claims which have been declared final and binding. This shall not apply if the customer's claim has resulted from a bad performance claim that entitles refusal of payment.
 - 5.2 The customer can assert a right to refuse payment or right of retention if its counterclaim is based on the same contractual relationship.
6. **Inspection obligations of the customer**
 - 6.1 The customer is responsible for communicating or handing over all necessary processing data to PAVIS correctly, clearly, entirely and in a timely manner PAVIS is not obliged to check the received processing data for accuracy, conclusiveness (correspondence of the database format with customary data formats), lack of oppositions and clarity.
 - 6.2 The verification of processing data can be the subject of a separate customer order after a separate agreement.
 - 6.3 PAVIS shall depict the processing data recorded based on the customer's details in the order confirmation. The customer has to check the order confirmation carefully for the accuracy of all listed processing data and to inform PAVIS without delay if the listed processing data are incorrect, for whatever reason. The customer will then make corrected processing data available to PAVIS.
 - 6.4 The results and documents created by PAVIS are designated to be interpreted and used by specialists. All information supplied by PAVIS is solely intended for the customer.

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7. Proof of the provision of services

- 7.1 PAVIS principally does not owe the sending of original documents or original certificates. Simple electronic register excerpts or documents of the local partners of PAVIS of equal informative value are sufficient for the proof of service.
- 7.2 If PAVIS receives original documents or other original certificates, PAVIS will forward these to the customer.

8. Transport and transmission risk

The transport and transmission risk for shipments to be sent to PAVIS shall be borne by the customer. PAVIS shall in particular not assume any liability for missing, late or inaccurate notification of information that is due to the fault of the post and telecommunication services, internet service providers or transport companies entrusted by the customer with the transmission of the information.

9. Liability

- 9.1 PAVIS shall be liable to an unlimited extent for breaches of obligations by PAVIS or its representatives or vicarious agents that are due to willful intent or gross negligence. If an essential contractual obligation – thus an obligation, the fulfilment of which makes the proper execution of the contract possible at all and the compliance with which the customer may rely upon as a rule – is breached due to simple negligence, the liability of PAVIS shall be limited to the typical damages for the contract that are foreseeable upon conclusion of the contract. Incidentally, the liability of PAVIS – also for vicarious agents and assistants – is excluded.
- 9.2 The liability exclusions and limitations envisaged in Subclause 9.1 shall not apply in case of an injury to life, the body and health as well as maliciously undisclosed defects. The liability according to the German Product Liability Act shall remain unaffected.
- 9.3 PAVIS shall in particular not be liable for damages which arise from the use of processing data of the customer, which it communicated inaccurately, incompletely and/or did not communicate in time or by processing data, which were not corrected after receipt of the order confirmation (control print-out) by the customer or were not corrected in full and/or not in time. This shall not apply insofar as the processing data were originally transmitted correctly, fully and in time by the customer.

10. Data protection and confidentiality

- 10.1 Information relating to the protection of personal data can be derived from the separate privacy statement of PAVIS.
- 10.2 The contractual parties will only use the information and documents, in particular business or operational facts, which have been or will be made accessible to them within the scope of their cooperation, for resolving the respectively assigned task, and treat these as a business secret. The same shall apply to the data and knowledge produced in connection with this contract. The non-disclosure obligation shall also apply beyond the duration of the contract as long and insofar as this information and data have not become general knowledge in any other manner or one of the contractual parties has waived their confidential treatment in writing.

11. Other provisions

- 11.1 PAVIS reserves the right to change, adjust or supplement the General Business Terms at any time, insofar as this does not comprise any essential regulations of the contractual relationship (in particular the type and scope, term). This is in particular necessary if regulatory gaps occurred after conclusion of the contract (for example by amendments to the law, declaration of invalidity of General Business Terms by case law). PAVIS will announce the changed General Business Terms to the customer in text form (e-mail is sufficient) at least two (2) months before they come into force. The changes shall be deemed approved by the customer if the customer does not object within a deadline of two (2) months after receipt of the notification in text form (e-mail is sufficient). PAVIS will inform the customer with the notification of the changes about the right to object and the consequences of the failure to file an objection.

If the customer objects within the stated deadline, the previous contractual regulations shall continue to apply.

- 11.2 German law will apply to all legal relationships between PAVIS and the customer.
- 11.3 The place of performance is Starnberg. If both contractual parties are merchants or legal entities then the place of jurisdiction is Munich. This shall also apply to actions in bill of exchange or cheque proceedings. PAVIS is also entitled to assert claims at any other statutory place of jurisdiction of the customer.
- 11.4 Should one or several provisions of these General Business Terms be or become invalid, this shall have no effect on the validity of the other provisions. A substitute provision that corresponds with the purpose of the agreement or at least corresponds as far as possible, as the parties would have agreed in order to achieve the same commercial result, shall instead apply to replace each invalid provision, if the parties had been aware of the invalidity of the provision. The same shall apply to incomplete points.
- 11.5 The General Business Terms in Subclause 1 up to and including Subclause 11.5 shall apply accordingly for the following services, insofar as not otherwise regulated below.

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USE OF THE PORTAL PAVIS ONLINE

- 12. Use of the portal www.pavis-online.com**
- 12.1 After initially commissioning PAVIS, the customer can place orders for further services via the portal www.pavis-online.com within the scope of the IP right management system ZS, the trademark management system ZM, and the recordal of changes services ZMU.
- 12.2 At the request of the customer in text form (e-mail is sufficient), portal access for the customer will be created at www.pavis-online.com. For access to its portal the customer will receive an at least four-digit customer number and a password. The customer must change this password when logging in for the first time. PAVIS will not forward the password to third parties. The customer will keep the password secret and will not forward it to third parties. If the customer breaches this duty of care, PAVIS is entitled to (temporarily) block portal access.
- 12.3 The commissioning of PAVIS via the portal www.pavis-online.com comprises the following steps:
- After the customer has logged in to www.pavis-online.com with its personal access data, the customer can place an order via the portal.
 - For this purpose the customer will initially select an IP right. If the customer clicks on the "next" button, the IP right and the service of PAVIS will be displayed.
- By clicking on the "place order" button, the customer will submit a binding offer for the conclusion of the contract.
- 12.4 PAVIS shall send the customer a confirmation of receipt directly after placement of the order. The confirmation of receipt does not yet constitute an acceptance by PAVIS, but only confirms receipt of the customer order.
- 12.5 After examination of the customer order, PAVIS will send the customer an order confirmation in text form (e-mail is sufficient) with the details of the order. The contract shall be concluded with the order confirmation. PAVIS will store the order confirmation.
- 12.6 If the customer has not placed any order via the portal www.pavis-online.com within a successive period of six months, the access to www.pavis-online.com will be denied. The six-month deadline will begin to run on the day the password is granted or after the last placement of an order via the portal www.pavis-online.com. The customer can revoke denial of access by paying a one-off usage fee in the amount of EUR 200.00. If the customer pays the usage fee and then subsequently places an order, the usage fee will be offset against the service price and, if applicable, credited to the customer. If the customer does not pay the usage fee within a further six months after the denial of access to www.pavis-online.com, portal access to www.pavis-online.com will remain denied.

SERVICES FOR THE MAINTENANCE/EXTENSION OF IP RIGHTS

- 13 IP right management system ZS**
- 13.1 The subject of the IP right management system ZS is the maintenance of patents, utility models and designs. PAVIS shall prepare the respective IP right extension and will independently submit all necessary documents itself or through local partners to the responsible bodies. In addition PAVIS will obtain a separate confirmation for each payment of official fees, which shows the processing data recorded by PAVIS that are relevant for the payment.
- 13.2 PAVIS shall send the obtained payment confirmation either in the form of an official individual receipt or in the form of a final notification of PAVIS that an official collective receipt is available (e-mail is sufficient).
- 13.3 The IP right management system ZS does not include the monitoring of future due dates of fees and payment dates. In particular no obligation of PAVIS can be derived from the processing of an order within the scope of the IP right management system to remind the customer of future due dates of fees and payment dates in subsequent years.
- 13.4 Necessary fee payments will not be carried out by PAVIS, but by PAVIS Payments GmbH (hereinafter "**PAVIS Payments**"), which is to be commissioned separately by the customer. PAVIS shall notify PAVIS Payments of the details that are necessary for the execution of the fee payments (payment amount, payee, execution date, intended use) as explanatory messenger of the customer.
- 13.5 The prerequisite for the proper processing of an order is the notification of at least the following IP right data (processing data) by the customer:
- Country
 - Type of IP right, e.g. patent application, patent, EP patent, design, utility model
 - Special feature of the IP right, which influences the amount of the official fee, e.g. readiness for a license, small entity status, number of claims
 - Official application file number
 - Number of the granted IP right (patent number), insofar as available
 - Name of the IP right holder as officially registered
- Due-/basic date, namely the date which is decisive for the calculation of the due date of the fee owing to the respective statutory regulations, e.g. application date
 - Year of protection, for which the payment is to be made.
- 13.6 The customer can make the data available to PAVIS electronically via an interface of its IP right management system. It must transmit the data in a file which corresponds with the file format stipulated by PAVIS in the interface description (hereinafter "**Transfer File**"). PAVIS is not liable for damages from the setting up and operation of the interface of the IP right management system of the customer.
- 13.7 When sending a Transfer File to PAVIS, the customer will receive an import protocol. The customer undertakes to check the receipt and the content of the import protocol. In case of errors and warnings the customer will correct the data and send PAVIS the corrected data with a new Transfer File.
- 13.8 After initially commissioning PAVIS, the customer can place orders for further services within the scope of the IP right management system ZS also via a Transfer File via the interface. The commissioning shall comprise the following steps:
- When sending the order via Transfer File, the customer will submit a binding offer for the conclusion of a contract.
 - After proving the customer order via Transfer File, PAVIS will send the customer an order confirmation in text form (e-mail is sufficient) with the details of the order. The contract will be concluded with this order confirmation. PAVIS will store the order confirmation.
- 13.9 An inquiry or a binding offer of the customer via PAVIS Online or via Transfer File must be available to PAVIS no later than 10 working days before the due date of the official fees. In case of a later receipt as well as with inquiries or binding offers of the customer, which are received by PAVIS in the surcharge period of an IP right (deadline after the due-/basic date, at which time a payment is still possible but only including additional surcharge fees), PAVIS will instruct PAVIS Payments, as explanatory messenger of the customer, if necessary to pay official surcharges and, if applicable, additionally incurred costs with the passing on of such charges to the customer. In the stated cases PAVIS is entitled to

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- request an additional service fee and to issue the invoice to the customer with a due date of 2 working days before the execution date of the fee payment.
- 13.10 Placed orders can only be cancelled by the customer in text form (e-mail is sufficient) or via the portal www.pavis-online.com under the following conditions:
- In the event of a cancellation by the customer carried out earlier than 15 working days before the day of the due date of the annuity fees, PAVIS is entitled to charge a cancellation fee according to the stipulation in the respective currently valid price list (see Subclause 2.4).
 - If the customer cancels 15 working days before the day of the due date of the annuity fees or later, PAVIS is entitled to charge a cancellation fee in the amount of 100% of the service price.
- 13.11 If fee costs for partners and/or representatives of PAVIS which PAVIS uses for the execution of the service have been incurred before the cancellation, these fee costs are to be borne by the customer.
- 13.12 PAVIS is entitled to charge the cancellation fees stated in Subclause 13.10 according to the stipulation in the respective currently valid price list, insofar as the customer does not prove that PAVIS has not suffered any damages at all or damages which are substantially lower than the amount of the cancellation fee.
- 14 Trademark management system ZM**
- 14.1 The subject of the trademark management system ZM is the renewal of trademarks. PAVIS shall prepare the respective renewal and independently submit the necessary documents itself or through local partners to the responsible national IP Offices.
- 14.2 Insofar as the requirements for the documents that are to be submitted in the country, in which the trademark renewal is to be carried out, change at short notice, the customer will send PAVIS updated documents upon receipt of a corresponding request.
- 14.3 Insofar as not otherwise stated by PAVIS (e.g. in the event of an electronic data take-over), the prerequisite for starting the proper processing of an order is the notification of the following data by the customer:
- Country
 - Trademark text
 - Classes
 - Official file number
 - Registration number
 - Holder
 - Application date
 - If applicable, priority date
 - Announcement date
 - Registration date
 - Start date
 - Due date
 - Reference
 - PAVIS number (if known).
- 14.4 The customer can make the data available to PAVIS electronically via an interface of its IP right management system. It must transmit the data in a Transfer File which corresponds with the format stated by PAVIS in the interface description.
- 14.5 The customer will receive an import protocol with the sending of a Transfer File to PAVIS. The customer undertakes to check the receipt and the content of the import protocol. In case of errors and warnings the customer will correct the data and send PAVIS the corrected data with a new Transfer File. PAVIS is not liable for damages from the setting up and the operation of the interface of the IP right management program of the customer.
- 14.6 After initially commissioning of PAVIS, the customer can place orders for further services within the scope of the trademark management system ZM also via a Transfer File via the interface. The commissioning shall comprise the following steps:
- With sending of the customer order Transfer File the customer shall submit a binding offer for the conclusion of the contract.
 - After proving the customer order PAVIS will send the customer an order confirmation in text form (e-mail is sufficient) with the details of the order. The contract will be concluded with this order confirmation. PAVIS will store the order confirmation.
- 14.7 An inquiry or a binding offer of the customer via PAVIS Online or via a Transfer File must be available to PAVIS by no later than 15 working days before the due date of the official fees. In case of a later receipt as well as with inquiries or binding offers of the customer which are received by PAVIS in the surcharge period of an IP right (deadline after the due-/basic date, at which a payment is still possible but only including additional surcharge fees), PAVIS will commission PAVIS Payments as communication messenger of the customer, if necessary to pay official surcharges and, if applicable, additionally incurred costs with the passing on of such charges to the customer. In the stated cases PAVIS is entitled to request an additional service fee and to issue the invoice to the customer with a due date of 2 working days before the execution date of the fee payment.
- 14.8 After sending the order confirmation PAVIS will prepare the documents which may need to be submitted and send them to the customer ready for signature. PAVIS will further inform the customer about special requirements such as notarial certifications of documents. The customer will ensure that the requested documents will have been received by PAVIS at the latest 10 working days before the due date of the official fees (postal stamp).
- 14.9 Insofar as proof of the use of the trademark is necessary for the maintenance/renewal of a trademark, the customer is responsible for its monitoring and proof. The customer will send corresponding proof to PAVIS upon request.
- 14.10 Special services, e.g. changes to the address of the holder, changes to the name of the holder, translation of the list of goods/services, reclassification of goods/services etc. will be charged separately.
- 14.11 Necessary fee payments will not be carried out by PAVIS, but by PAVIS Payments, which is to be commissioned separately by the customer. PAVIS shall notify PAVIS Payments of the details that are necessary for the execution of the fee payments (payment amount, payee, execution date, intended use) as communication messenger of the customer.
- 14.12 Upon request of the customer on separate written agreement between the parties by stating the necessary data, PAVIS can also carry out country-specific orders via local representatives which the customer names. Possible additional costs caused thereby will be borne by the customer.
- 14.13 Placed orders can only be cancelled by the customer in text form (e-mail is sufficient) under the following conditions:
- In case of cancellation by the customer carried out earlier than 30 working days before the day of the due date of the renewal fees, PAVIS is entitled to charge a cancellation fee according to the stipulation in the respective currently valid price list (see Subclause 2.4).
 - If the customer cancels 30 working days before the day of the due date of the renewal fees or later, PAVIS is entitled to charge a cancellation fee in the amount of 100% of the service price.
- 14.14 Insofar as fee costs were already incurred for partners and/or representatives which PAVIS uses for the execution of the services before cancellation, these fee costs are to be borne by the customer.
- 14.15 PAVIS is entitled to charge the cancellation fees stated in Subclause 14.13 according to the stipulation in the respective currently valid price list, insofar as the customer does not prove that PAVIS suffered any damages at all or suffered damages which are substantially lower than the amount of the cancellation fee.

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SEARCHES

15. Patent searches

15.1 Determination of legal status patents RS 1

15.1.1 The subject of the determination of the legal status is the examination of a patent or utility model document in the INPADOC database or a comparable database. At the choice of the customer the following services can be provided by PAVIS:

- Continuous monitoring of legal status after each change published in the database. The query in the database shall be carried out every three (3) to four (4) weeks.
- Quarterly register query: Procurement of a current register excerpt (if applicable on 2/15, 5/15, 8/15 and 11/15 of each year).
- One-off notification of current legal status.

15.1.2 If continuous monitoring of legal status is agreed for other than DE or EP patents or DE or EP patent applications, there can be a larger time interval between the publication and the report.

15.1.3 If the customer does not request that monitoring be set up immediately, it will select the time at which the monitoring of the legal status should begin. Otherwise monitoring will be set up at the next possible date. In its inquiry the customer will state the patent or application number and stipulate which of the searches is requested according to Subclause 15.1.1. The same shall apply accordingly with a change or termination of the order. The customer will be informed of the start of the monitoring with the first current register excerpt.

15.2 Retrospective patent searches RS 2

15.2.1 The subject of the retrospective patent search is the search of patent and utility model documents according to applicants, holders, inventors, IPC units and key words in patent databases.

15.2.2 The customer will coordinate with PAVIS the search terms for which the search is to be carried out. In addition the customer can stipulate requested restrictions with regard to one or more of the aforementioned search criteria. They key words are to be entered in German or English.

15.2.3 The customer shall receive the results of the search from PAVIS with the file number, title, bibliography and – insofar as available – a summary or the main claim. The search profile of the database query will also be supplied.

15.3 Patent monitoring according to IPC profile RS 3

15.3.1 The subject of the patent monitoring according to IPC profile is the continuous monitoring of patent and utility model documents from a subject area defined with IPC units and/or application names.

15.3.2 The customer will designate the IPC units in its inquiry or give a description according to applicant names, for which the monitoring is to be carried out.

15.3.3 PAVIS will supply the customer with the bibliographical data including file number, title and – insofar as available – main claim, summary and main drawing from the subject area defined by the customer, which the order covers.

15.4 Patent families searches RS 4

15.4.1 The subject of the patent family search is the determination of domestic and foreign family members relating to a patent or utility model document. Family members within this meaning are all published IP rights, which are connected with one another by a priority.

15.4.2 For the execution of the search the customer will state, with regard to a family member, for which country and under which publication number the relevant IP right is registered.

16. Trademark searches

16.1 Status determination of trademarks MS 1

16.1.1 The subject of the status determination is the procurement of a current excerpt from the trademark register or the databases accessible to the public which list trademarks.

16.1.2 The customer shall state in its inquiry the trademarks, for which the status determination is to be carried out.

16.2 Retrospective trademark searches MS 2

16.2.1 The subject of the retrospective trademark search is the search of trademarks according to certain search and assessment criteria in trademark registers or trademark databases. At the choice of the customer the following searches can be provided by PAVIS:

- Identity search of the German scope of protection: PAVIS searches for identical trademarks protected in Germany, i.e. national trademarks, IR trademarks, which are protected in Germany, and Union trademarks.
- Search for similarity of the German scope of protection: PAVIS will conduct a search for the letter sequence, prefix, suffix and infix.

16.2.2 In its inquiry, customer states for which trademarks and classes which type of search is to be conducted according to Subclause 16.2.1.

16.2.3 Trademarks, which are also protected without a registration owing to reputation in the trade, popularity or fame, cannot be searched.

16.2.4 The customer will receive the results of the search from PAVIS with the file number, bibliography, diagram (if available) and the search strategy of the database query.

16.3 Trademark monitoring MS 3

The subject of the trademark monitoring is the continuous monitoring of publications of trademark applications and trademark registrations in the classes and registers stated by the customer in its inquiry with regard to conflicts with the trademark stipulated by the customer.

17. Design searches

17.1 Excerpt from the Design-Register DS 1

The subject of the service is the procurement of a current excerpt from the German Design-Register.

17.2 Retrospective design searches DS 2

17.2.1 The subject of the retrospective design search is the search of designs according to certain search criteria.

17.2.2 At the choice of the customer the following searches can be provided by PAVIS:

- Subject matter search: The search covers models with a similar form. In its inquiry, the customer states which model is to be examined. Only one model or design is published in the design sheet and also only this is determined during the search. The number of models submitted in total can be seen from the hit copy. A separate order can be placed with PAVIS for the procurement of all models or designs from the file and is not the object of the subject matter search.
- Applicant search: PAVIS searches the designs of a certain applicant. The customer states in its inquiry whose models or designs are to be checked.

17.3 Design monitoring DS 3

17.3.1 The subject of the design monitoring is the continuous monitoring of design publications in the objects, classes or applicants stated by the customer in its inquiry.

17.3.2 The criteria defined for subject matter search in Subclause 17.2.2 shall apply accordingly.

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18. Joint provisions for all searches and monitoring

- 18.1 PAVIS does not assume any warranty for the accuracy or completeness of the details contained in the search sources.
- 18.2 The customer will make the necessary information available to PAVIS in order to be able to carry out the order. Necessary information is the IPC units, key words, names, models and designations to be checked as well as the countries and registers that are to be checked.

- 18.3 PAVIS will only supply the customer with the searched published data. An evaluation of the data is not the subject of the search.
- 18.4 A current list of the countries and registers for which PAVIS offers various searches can be requested from PAVIS.
- 18.5 PAVIS undertakes to maintain secrecy concerning the topics and developments which have become known by the order or are submitted for search and not to use these directly or indirectly itself or make these accessible for use.

RECORDAL OF CHANGES

19. Recordal of Changes ZMU

- 19.1 The subject of recordal of changes is the coordination of changes of IP rights through single or various steps (as assignment, merger, change of name, etc.) through the national IP Offices.
- 19.2 The customer will send a list of IP rights to PAVIS with the inquiry for a change of recordal service. The customer will primarily use the PAVIS sample Excel file for this purpose. If the order is placed via www.pavis-online.com, the customer will enter its data in the PAVIS Online Portal provided for this purpose. The customer will state for which countries and for which types of IP rights and which type of recordal of change single or various steps are to be carried out.
- 19.3 An offer for change of recordal services of PAVIS within the meaning of Subclause 19.2 is valid from the creation date for four (4) weeks beginning from the receipt by the customer.
- 19.4 The inclusion of additional IP rights in the customer order for which an application is filed is only possible up to receipt of the acceptance of the offer by the customer by PAVIS. After receipt of the order confirmation, the commissioning of recordal of changes services for further IP rights will represent a new inquiry of the customer.
- 19.5 Insofar as not otherwise stated by PAVIS, the prerequisite for the proper processing of an order for a recordal of changes service is the provision of the following data by the customer:
- Type of IP right, quantity and form by stating the application date and numbers as well as the registration data and numbers
 - Name/title of the current and the new IP right holder
 - Country details according to the ISO - Country Codes
 - Clear determination of the recordal of changes step(s) which is (are) to be carried out (assignment, change of address, change of name, merger) by the customer based on proof (excerpt of register of companies, contracts, etc.).
- 19.6 Insofar as necessary for the execution of the order, PAVIS will submit the necessary documents available to the customer after sending the order confirmation and report the drawing up of the documents, if applicable also according to specific national features.
- 19.7 Insofar as the requirements from the documents that are to be submitted change at short notice after returning the documents to PAVIS in the country of the recordal of changes order, the customer will send updated documents to PAVIS at the corresponding request.
- 19.8 In the following cases PAVIS is entitled to cancel the order liable to payment of costs:
- If the order cannot be executed due to inaccurate, unverified details of the customer PAVIS will charge a cancellation fee in the amount of 30% of the service price.
 - If requested notarized documents are not returned to PAVIS within six (6) months from the date of request by PAVIS, PAVIS will charge a cancellation fee in the amount of 50% of the service price.
 - If legalized (over authenticated) documents are not returned, which PAVIS requests from the customer, which were however not returned to PAVIS within twelve (12) months from the date of the request, PAVIS will charge a cancellation fee in the amount of 50% of the service price.

- 19.9 Decisive for the charging of cancellation fees in case of cancellation by the customer is the respective processing status of the order:
- For customer cancellations after the sending of the order confirmation by PAVIS and before the sending of the documents that are necessary for the recordal of changes to the customer, PAVIS will charge a cancellation fee in the amount of 50% of the service price.
 - For customer cancellations after the sending of the order confirmation by PAVIS and after the sending of the documents that are necessary for the recordal of changes to the customer, PAVIS will charge a cancellation fee in the amount of 100% of the service price.
- 19.10 Insofar as before a cancellation (by PAVIS or by the customer) fee costs have already been incurred for partners and/or representatives of PAVIS which PAVIS uses for the execution of the service, these fee costs are to be borne by the customer.
- 19.11 PAVIS is entitled to charge the cancellation fees stated in Subclauses 19.8 and 19.9, insofar as the customer does not prove that PAVIS did not suffer any damages at all or substantially lower damages than in the amount of the cancellation fees.
- 19.12 PAVIS is principally entitled, after six months beginning from the filing of the application for the recordal of changes, to issue a final settlement for the total order or only individual parts of the order towards the customer.
- 19.13 At the customer's request, after a separate coordination and an additional written agreement between the parties stating the necessary data, agents of records, named by the customer, can also carry out the country-specific recordal of changes orders. Possible additional costs caused hereby shall be borne by the customer.