

License Agreement

Concluded between the

Austrian Patent Office

Dresdner Straße 87

1200 Vienna

(in the following referred to as APO)

and

(in the following referred to as licensee)

according to the Austrian Information Reuse Law (IWG) the following is agreed:

1. The object of this contract is to reuse the following documents from the database, which is publically available at <http://see-ip.patentamt.at/> as well as patent specifications in full-text xml and patent gazettes in xml (documents covered by the license are selected by the licensee in the list below):

- National Patents
- European Patents
- Utility Models
- Designs with pictures
- National Trademarks with pictures
- WIPO Trademarks with pictures
- EU Trademarks with pictures
- Protection Certificates
- Patent Specifications
- Patent Gazettes

The reuse (= use by legal entities for commercial and non-commercial purposes differing from the original purpose of the public contract in which the documents have been created) is granted under following conditions:

- a. Reuse products which are harmful to the reputation of the APO or which are contrary to European or Austrian data protection provisions are excluded from the license.
- b. The right to use the database contents for reuse is basically, whether it be entirely or only partly, not transferable to sub-licensees. A transfer of the database contents to companies which are economically linked to the licensee in an ascending and descending manner (paragraph 189a number 6 to 9 Austrian Commercial Code; § 189a Z 6 to 9 UGB) is permitted, as long as these commit themselves to comply with the provisions of this agreement. The substantially unchanged transfer of the transmitted raw data to companies which are not economically linked to the licensee in an ascending and descending manner (§ 189a Z 6 to 9 UGB) constitutes no reuse and is therefore not part of the license.
- c. The APO shall be named as the source of the database contents when reused.
- d. Any changes or enrichment of the database contents shall be indicated in a form which is clearly recognizable for the end user.
- e. Within the legal framework, the liability of the APO from an infringement of this contract is excluded, irrespective of the legal grounds, unless there is gross negligence or intent.
- f. The liability of the APO is completely excluded for all reuses (changes and enrichments) of the database contents.
- g. The APO does not guarantee the correctness and completeness of the content of the documents provided as well as for uninterrupted access to the documents and for a specific update schedule and does not assume liability in this connection.
- h. The licensee has to grant free and immediate access to his reuse products up to 60 times per year if the APO demands it. The APO uses this access only for the purpose of control.

2. Provision of the data, scope of services

- a. User ID and password for the access shall be provided within one week after conclusion of this agreement from the APO.
- b. The documents selected in section 1 of this agreement can be retrieved via an SFTP server; the server's URL and the transmission protocols will be provided along with the login credentials. Licensees will be notified by email of any changes to server availability, protocols, or transmission methods at least 8 weeks prior to any such changes.
- c. All documents are provided for download as a zip file and contain the current total stock per protective right and its detailed information as a csv file. The current total stocks of pictures of trademarks and designs are provided in an additional subfolder located in the folder of the particular protective right. Similarly, patent specifications and patent gazettes are provided separately as zip.- and xml-files. The structure and formats in which the documents are made available are uniform for all licensees and are specified by the APO.

d. The provision of the updated documents takes place usually on the twenty-third day of each month.

e. In the case of operational disturbances, whether they are planned or unplanned, the APO has the right to suspend the provision of the data for the duration of these operational disturbances.

3. Payment

a. The license is provided free of charge in accordance with § 8 subparagraph 2 IWG.

b. In the event of legal changes, the APO reserves the right to unilaterally determine a fee corresponding to any future legal provisions. The licensee shall be informed thereof in due time and shall be granted a special right of termination if it does not agree with a change in fees.

c. The licensee must immediately notify the APO in writing of any change in its company name or its company domicile.

4. Commencement of the agreement and termination

a. The present agreement shall take effect upon the transmission of the agreement countersigned by the APO, is concluded indefinitely and can be terminated by the licensee by writing with a notice period of 14 days at the end of each month.

b. The APO reserves the right to terminate the license agreement for an important reason with a notice period of 15 days (for example: if the database is not operated anymore; change in the legal framework; if there is an infringement of the license agreement by the licensee, which is not ended within a reasonable time despite a written warning, especially if there is a delay in payment).

5. Data Protection

The licensee is aware of the APO processing personal data in order to fulfill its pre-contractual and contractual duties. Such a processing is lawful according to Art. 6 subparagraph 1 letter b General Data Protection Regulation.

More information relating data protection is available on the website of the APO under following link:

https://www.patentamt.at/fileadmin/root_oepa/Dateien/Allgemein/DSGVO_PWV.pdf.

6. Applicable law and forum

a. For all disputes arising from this contract, Austrian law shall be applied to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and the Austrian International Private Law. Vienna shall be agreed as exclusive venue.

Place, date: _____

Place, Date: _____

For the APO:

For the licensee:
