

**Agreement for the use of the Mixed Mode Authoring Software
and for the use and marketing of the Mixed Mode Retrieval Software**

between

the Patent Office / Producer: (please delete as appropriate and insert the full name and address of head office, and the name of the person empowered to conclude the contract):

.....
the Eurasian Patent Office (EAPO), 2/6 M. Cherkassky per., Moscow, 109012, Russia
.....

of the Eurasian Patent Organization
.....

hereinafter referred to as "the Contracting Party"

and

the European Patent Organisation, with its seat at Erhardtstraße 27, D-80469 Munich, Germany,
represented by the President of the European Patent Office, Professor Alain Pompidou,

hereinafter referred to as "the EPO".

- I. The EPO, on behalf of the Trilateral Offices (hereinafter "the TO") being the Japanese Patent Office - JPO -, the United States Patent and Trademark Office - USPTO - and the EPO, is prepared to grant the Contracting Party the right to use the mixed mode (hereinafter "MIMOSA") Authoring Software and the right to use and market database products for distribution on a variety of media including CD-ROM, DVD-ROM and the Internet containing the MIMOSA Retrieval Software.
- II. The intended purpose of this granting the above rights is the production of databases, which are compatible with the MIMOSA Retrieval Software.
- III. "MIMOSA Retrieval Software" refers to the mixed mode software for accessing databases produced using the MIMOSA Authoring Software containing mixed mode (coded text and images) records.

"MIMOSA Authoring Software" refers to the mixed mode software for creating databases containing mixed mode (coded text and images) records and being accessible with the MIMOSA Retrieval Software.

The parties agree as follows:

1. LICENCE

- 1.1 The TO herewith grant the Contracting Party a non-transferable, non-exclusive licence under the MIMOSA Authoring Software and the MIMOSA Retrieval Software.
- 1.2 Under the licence the Contracting Party has the following and no other rights in the MIMOSA Authoring Software and the MIMOSA Retrieval Software:
 - 1.2.1 To use the MIMOSA Authoring Software in the production of databases.
 - 1.2.2 To market the MIMOSA Retrieval Software for use with said databases produced using the MIMOSA Authorising Software.

- 1.3 Ownership and title in the MIMOSA Authoring Software and the MIMOSA Retrieval Software are and shall at all times remain with the TO or respectively their licensors. The Contracting Party shall not acquire directly, indirectly or by implication any title, copyright or ownership in the MIMOSA Authoring Software or the MIMOSA Retrieval Software or any portions thereof.
- 1.4 The Contracting Party shall ensure that the databases are marked with the copyright notice as set forth in Article 12.
- 1.5 Examples/samples of the above databases produced using the MIMOSA Authoring Software, if made for general distribution, shall be sent to the EPO (for the attention of PD 4.5 in Vienna), at the Contracting Party's expense, for information.
- 1.6 Databases produced using the MIMOSA Authoring Software shall be offered by the Contracting Party to the TO at preferential prices for the TO's internal use, including the use in those libraries as will be defined by the TO from time to time (a list of the current libraries is available upon request).

2. SUBCONTRACTING

The Contracting Party may have its production carried out through a subcontractor, which subcontractor, however, shall obtain no rights whatsoever under the MIMOSA Authoring Software and/or the MIMOSA Retrieval Software.

3. CONFIDENTIALITY, NO DISASSEMBLY, MODIFICATIONS

- 3.1 The Contracting Party shall not provide the MIMOSA Authoring Software to third parties other than the subcontractors according to Article 2, either for a limited or for an unlimited period.
- 3.2 The Contracting Party shall not copy, modify, alter, adapt, translate, decompile, disassemble, create derivative works of, or transfer in whole or in part the MIMOSA Authoring Software or the MIMOSA Retrieval Software, or any documentation relating thereto, except as specifically allowed in this Agreement and/or the specifications of the Software. A single backup copy for archival purposes by the Contracting Party shall be permissible. Such a backup copy shall be kept at a safe place and secured against access by third parties.
 - Retrieval Software, or any documentation relating thereto, except as specifically allowed in this Agreement and/or the specifications of the Software. A single backup copy for archival purposes by the Contracting Party shall be permissible. Such a backup copy shall be kept at a safe place and secured against access by third parties.
- 3.3 Any proposals for modifications or improvements to the MIMOSA Authoring Software and/or the MIMOSA Retrieval Software by the Contracting Party shall be notified to the EPO (for the attention of PD 4.5 in Vienna) for information. The EPO may grant permission to carry out the modification subject to the Contracting Party's authorisation to use the modification or improvement under terms to be agreed upon with the Contracting Party.

4. FEE, HANDLING AND PRODUCTION CHARGE

- 4.1 The MIMOSA Authoring Software and the MIMOSA Retrieval Software are licensed to the Contracting Party free of any purchase, licence, royalty or similar fee.
- 4.2 However, the Contracting Party shall pay a handling and production charge, covering the costs of production, duplication, media carrier and dispatch of EUR 150 (one hundred and fifty euros) within 20 days of signature of this Agreement, upon receipt of which the software and documentation will be dispatched to the Contracting Party.

5. UPDATES

The TO will provide the Contracting Party with updated versions of the MIMOSA Authoring Software and/or MIMOSA Retrieval Software following the release of such updates, if any. The fees for such

updates - if any -, the costs of production, duplication, media carrier and dispatch of the updates shall be borne by the Contracting Party.

6. LIMITED WARRANTY, REMEDIES AND DAMAGES

In consideration of the fact that the Contracting Party is granted the right of use of the MIMOSA Authoring Software and the MIMOSA Retrieval Software free of any purchase, licence, royalty or similar fee, the following shall apply:

- 6.1 The TO warrant that the MIMOSA Authoring Software and the MIMOSA Retrieval Software substantially correspond with the currently published documentation on said software, provided that the software is used on computer hardware and an operating system for which the software was designed. In addition, the TO warrant that the storage media on which the MIMOSA Authoring Software and the MIMOSA Retrieval Software are provided to the Contracting Party are free from defects in material and workmanship. In the case of a material defect on the storage media, the TO shall supply free of charge to the Contracting Party a defect free data carrier as the sole remedy for correcting the data carrier defect.
- 6.2 THE SOFTWARE SUPPLIED HEREUNDER IS SUPPLIED AS IS WITH NO FURTHER WARRANTIES THAN HEREIN SPECIFIED.
- THE TO MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE OR DOCUMENTATION INCLUDING, BUT NOT LIMITED TO, THE QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 6.3 The Contracting Party has as its sole and exclusive remedy in the event that the MIMOSA Authoring Software and the MIMOSA Retrieval Software fail substantially to be in conformity with the published documentation that the Contracting Party will receive, at the TO's discretion, either a repair of the MIMOSA Authoring Software and/or the MIMOSA Retrieval Software in order to bring the respective Software into conformity with the documentation, or receive a substituted new MIMOSA Authoring Software and/or MIMOSA Retrieval Software. In the event that none of the above remedies is considered appropriate by either party, either party may terminate the Agreement. Article 8 is applicable.
- 6.4 IN NO EVENT SHALL THE TO BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE MIMOSA AUTHORIZING SOFTWARE OR THE MIMOSA RETRIEVAL SOFTWARE OR THE CORRESPONDING DOCUMENTATION, EVEN IF THE TO ARE ADVISED OF THE POSSIBILITY OF THE RESPECTIVE DAMAGES. SPECIFICALLY THE TO ARE NOT RESPONSIBLE FOR ANY LOSS OF PROFITS OR REVENUE, LOSS OF THE USE OF THE COMPUTER PROGRAM, LOSS OF DATA, THE COST OF RECOVERING PROGRAMS OR DATA, THE SUBSTITUTE PROGRAM AND ANY CLAIMS BY THIRD PARTIES CAUSED BY THE USE OF THE MIMOSA AUTHORIZING SOFTWARE RESPECTIVELY THE MIMOSA RETRIEVAL SOFTWARE.
- THIS DOES NOT APPLY IF THE TO HAVE CAUSED THE DAMAGE WILLFULLY OR THROUGH GROSS NEGLIGENCE OR IN THE CASE OF LIFE-ENDANGERING INJURIES, OTHER BODILY INJURIES OR DAMAGE TO HEALTH.
- 6.5 Further warranty claims as well as claims for damages shall be excluded. This does not apply if the TO have caused the damage wilfully or through gross negligence or in the case of life-endangering injuries, other bodily injuries or damage to health.
- 6.6 The aforementioned claims shall become time-barred 6 (six) months after delivery of the MIMOSA Authoring Software and MIMOSA Retrieval Software respectively. Where they concern an obvious defect, the claim must be made in writing within 1 (one) month of delivery.

7. ASSIGNABILITY

This Agreement as a whole as well as the individual claims under this Agreement are not assignable without the express prior written consent of the party against which the right to be assigned exists.

8. TERMINATION

8.1 Each party may terminate this Agreement by giving the other party a written notice of 3 (three) months.

8.2 The Agreement may also be terminated by the TO if the Contracting Party breaches this Agreement and has not remedied such breach within a reasonable period set by the TO.

8.3 Databases produced using the MIMOSA Authoring Software and any related documentation produced by the Contracting Party which are already available at the time this Agreement terminates may continue to be marketed by the Contracting Party together with the MIMOSA Retrieval Software for use with said databases after the termination of this Agreement.

9. NOTICES

All notices and communications under this Agreement shall be directed to the parties' addresses as specified in the header of this Agreement, or such other addresses as the parties may specify in writing.

10. SALVATORIAN CLAUSE

10.1 Should a clause of this Agreement be or become invalid, the remainder of the Agreement shall remain in force.

10.2 Should a clause of this Agreement be or become invalid, the respective clause shall be replaced by a valid clause coming closest to achieving the purpose and meaning of the invalid clause. If this Agreement contains gaps, uncertainties or changes it is to be interpreted in accordance with the gist of the entire Agreement.

11. MARKETING TO THIRD PARTIES

When marketing the databases produced using the MIMOSA Authoring Software to third parties the Contracting Party shall include in its conditions the licence conditions for the use of the MIMOSA Retrieval Software which are available upon request.

12. COPYRIGHT NOTICE

The copyright of the MIMOSA Authoring Software and the MIMOSA Retrieval Software belongs to the TO.

The Contracting Party shall ensure that the copyright notices as imposed by the TO are reproduced on all databases produced using MIMOSA Authoring Software, both on the screen during their use as well as in all documentation relating thereto.

13. ENTIRE AGREEMENT

This Agreement including the specifications of the MIMOSA Authoring Software and of the MIMOSA Retrieval Software, of which specifications the Contracting Party herewith acknowledges to have received a copy, constitute the entire agreement between the parties. No oral agreements or understandings shall exist. In case of conflict between this Agreement and these specifications, this Agreement shall prevail.

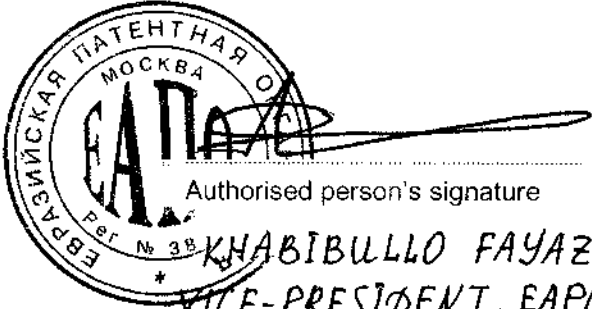
14. APPLICABLE LAW, DISPUTE SETTLEMENT

14.1 This Agreement shall be governed by German law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

14.2 Any dispute arising out of or in connection with this Agreement not amicably settled between the parties shall be settled by an arbitration tribunal consisting of three members, in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce.

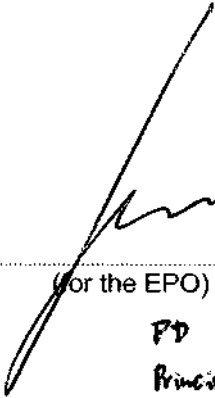
For the Contracting Party

MOSCOW, 15.12.2006
Place, date


Authorised person's signature
KHABIBULLO FAYAZOV
VICE-PRESIDENT, EAPO
Name and position
(in block capitals)

This Agreement shall become effective on acceptance by the EPO.

Vienna, 18/12/2006


(for the EPO)
PD 4.5
Principal Director
Patent Information