

## **TERMS OF USE**

### **SIMPLEIP.COM**

Welcome to our free portfolio management application (hereinafter referred to as the “SimpleIP.com”). SimpleIP.com and all related information is a service free of any charge and provided by Dennemeyer S.A., 55 rue des Bruyères, L-1274 Howald Luxembourg, R.C.S. Luxembourg B 15248 (hereinafter referred to as “Dennemeyer”). The use of SimpleIP.com is governed by the following Terms of Use. You may only access or use SimpleIP.com if you agree to these terms. Dennemeyer reserves the right to update these Terms of Use at any time without further notice.

#### **1. PURPOSE OF SIMPLEIP.COM**

The purpose of SimpleIP.com is to provide Users (= natural persons or legal entity that subscribes to the use of SimpleIP.com by accepting these Terms of Use) with free and dedicated platform to (1) store, browse and visualize their Intellectual Property Rights (IPR) portfolio; and (2) access several analytics tool regarding their IPR portfolio (e.g. cost analytics, competition and portfolio analytics). SimpleIP.com is not designed to provide IPR renewal services. Users interested in renewal services have to sign up for Dennemeyer’s renewal services to get access to the full version of Dennemeyer’s portfolio management app.

#### **2. GRANT OF RIGHTS AND RESTRICTION OF USE; ACCESS DATA**

2.1. Dennemeyer grants the Users a simple, non-transferable, non-licensable right to use SimpleIP.com as long as an account has been registered. User is not permitted to sell, lend, rent or otherwise sublicense its user account or to make it publicly accessible. The permitted use does not include to (i) use information of Dennemeyer to create, or enable others to create, any computer software program, which is substantially similar to SimpleIP.com; and (ii) claim, attack, compromise, file suit against or commit any action which could impair any of Dennemeyer’s rights, titles or interests in SimpleIP.com. User is not permitted to SimpleIP.com for purposes in breach of these Terms of Use or in violation of any applicable laws.

2.2. User undertakes to use data, messages and information obtained with SimpleIP.com for its own purposes only and shall particularly not publish or sell these.

2.3. It is the duty of each User to regularly secure all working results generated with SimpleIP.com (data, messages and information) to which User has access. Dennemeyer is not obligated to store such data for the User.

2.4. User has to verify the legal validity of data, messages and information acquired through SimpleIP.com through professionally qualified staff. An analysis of the data, messages and information is the sole obligation of the User. User ensures the legal scope and a corresponding analysis of the data, messages and information.

2.5. Customer’s right to use SimpleIP.com shall expire if Customer has breached any of the aforesaid terms.

### **3. WEBSITE REGISTRATION**

- 3.1 You agree to provide true, complete and accurate information upon creating an account and to update the account details in a timely manner if they are subject to any change.
- 3.2 You agree to keep account details confidential.
- 3.3 By creating an account, you grant Dennemeyer the authority to contact you by using your account details.
- 3.4 Dennemeyer reserves the right to block your account or to limit your access to all or some of the services if Dennemeyer finds, based on reasonable grounds, that such account is being misused.

### **4. SYSTEM ACCESS, SECURITY AND CONFIDENTIALITY**

SimpleIP.com provides you a secure environment that limits access to view only your specific information. Both process controls and software security tools have been implemented to ensure that the confidentiality of your information is protected. You are entirely responsible and required to manage your user account credentials, and to protect access to SimpleIP.com, including the data and documents made available within SimpleIP.com. You acknowledge that Dennemeyer has no means or obligation to verify the access credentials which are provided directly by you, and that Dennemeyer is not liable for any errors from your side related to the management of such users accounts and access credentials.

Should you discover a possible lapse in security, please immediately contact Dennemeyer at [portalsecurity@dennemeyer.com](mailto:portalsecurity@dennemeyer.com).

### **5. SYSTEM AVAILABILITY, MODIFICATION OR SUSPENSION OF SERVICE**

You hereby accept that SimpleIP.com may not be available from time to time for maintenance or failure of third party telecommunications and computer systems. In addition, Dennemeyer reserves the right to modify functionalities, amend, suspend or terminate your access privileges or SimpleIP.com as such at any time and at Dennemeyer's sole discretion.

### **6. INFORMATION ACCURACY**

All information provided via SimpleIP.com is provided non-bindingly on an "as is" basis, with no warranty as to completeness, accuracy, applicability to, or fitness for your particular purposes. Dennemeyer does not supply legal advice or any other analysis of data, messages and information collated by SimpleIP.com.

### **7. INTELLECTUAL PROPERTY**

Dennemeyer retains all right, title and interest in and to SimpleIP.com, including all copyrights, patents, trade secrets, trademarks and other intellectual property rights.

### **8. LIMITATION OF LIABILITY**

8.1 SimpleIP.com is provided "as available", and the entire risk as to satisfactory quality, performance, accuracy, and efforts is with you. Dennemeyer will have no liability for any harm or damage arising out of or in connection with

the free use of SimpleIP.com. To the maximum extent permitted by applicable law, Dennemeyer disclaims any and all warranties or conditions, express, statutory or implied, including without limitation:

1. warranties or conditions of merchantability, fitness for a particular purpose, workmanlike effort, accuracy, completeness, title, quiet enjoyment, no encumbrances, no liens and non-infringement,
2. warranties or conditions arising through course of dealing or usage of trade, and
3. warranties or conditions that access to or use of SimpleIP.com will be uninterrupted or error-free.

8.2 There are no warranties that extend beyond the face of these Terms of Use.

8.3 In no event will Dennemeyer be liable for any damages, including without limitation any direct or indirect, consequential, special, incidental, or punitive damages arising out of, based on, or resulting from the unavailability or from the use of SimpleIP.com., even if Dennemeyer has been advised of the possibility of such damages. The exclusion of damages under this section is independent of any exclusive remedy and survives in the event such remedy fails of its essential purpose or is otherwise deemed unenforceable. These limitations and exclusions apply without regard to whether the damages arise from:

1. breach of contract,
2. breach of warranty,
3. negligence, or
4. any other cause of action, to the extent such exclusion and limitations are not prohibited by applicable law.

9.4 Dennemeyer shall not be liable for any losses caused due to unauthorized use of your account due to your disclosure of account details or for losses arising from any incorrect input you provided.

9.5 If you are dissatisfied with SimpleIP.com, do not agree with any part of these Terms of Use, or have any other dispute or claim with or against Dennemeyer with respect to these Terms of Use or the SimpleIP.com, then your sole and exclusive remedy is to not access or to discontinue the use of SimpleIP.com.

## **9. DATA PROTECTION OF PERSONAL DATA**

Personal Data shall be processed as described in Dennemeyer's Privacy Policy which has to be accepted simultaneously with these Terms of Use.

## **10. GOVERNING LAW AND DISPUTES**

You agree that the laws of Luxembourg will govern these Terms of Use without regard to conflict of law rules and that the courts of Luxembourg are to have exclusive jurisdiction to settle any disputes which may arise out of or relating to the use of SimpleIP.com.