

1. DEFINITIONS

The terms identified below, whether in the singular or plural, have the following meanings:

1.1

“COOKIE(S)”,

Designates (designate) a file (connection indicator) that is temporarily or continuously stored on the hard drive of a personal computer connected to the SITE, in which data related to the browsing history of LICENSEES using this personal data, are entered.

1.2

“LICENSEE'S RIGHT (S)”,

Designates (designate) the rights granted by REGIMBEAU to the LICENSEE in the context of this LICENSE, strictly identified as follows:

- Consultation(s) of INFORMATION ;
- Extraction(s) and/or print (s) of INFORMATION.

1.3

“INFORMATION”,

Designates all or part of the Information (texts, figures, data, calculation methods, algorithms, notes, images, drawings, photographs, files, links, trademarks (...), without necessarily being limited thereto), that is accessible on the SITE.

1.4

“LICENSE”,

Designates this document, which, depending on the situation, is supplemented by its particular terms and conditions and/or its amendments.

1.5

“LICENSEE (S)”,

Designates (designate) any user who is a natural person and uses the **SIM UP® TOOL**, by connecting to the SITE (particularly by clicking on the link dedicated for that purpose).

1.7

“SIM'UP® TOOL”,

Designates the **SIM'UP® TOOL**, available by free access, is designed to simulate scenarios and support decisions, in the context of validation of European patents.

This online tool is made available by REGIMBEAU free of charge, and enables the making of budgetary simulations and comparisons of after-granting costs of European patents, with or without unitary effect.

[Click here to access the legal notice of the tool.](#)

1.8

“SITE”,

Designates REGIMBEAU's website, which consists of the portal through which LICENSEES have access to **SIM'UP® TOOL**, at the following (url) addresses: “www.unitary-patent-costs.eu”.

2. PRESENTATION OF THE SITE & PURPOSE

2.1

The purpose of this LICENSE is to authorize LICENSEES to access and use the **SIM'UP® TOOL** under the conditions set forth hereinafter.

It is specified that the items of equipment (computers, telephone, software, means of telecommunications (...)) giving access to the SITE and/or certain of its services are the LICENSEE's sole responsibility, as well as the costs of telecommunications incurred by their uses.

In general, the LICENSE and/or access to the SITE do not carry any ancillary obligations (such as, without being limited thereto, a provision of services, materials, advice (...)).

2.2

REGIMBEAU grants the LICENSEE a worldwide, nonexclusive, personal, non-transferable and free LICENSE that gives access to the INFORMATION, for a specified duration.

3. CONSENT OF THE LICENSEE

The LICENSEE consents to the terms of this LICENSE by accessing the **SIM'UP® TOOL** via the SITE, particularly by clicking on the button "Use the tool: Sim'UP®" accessible on the SITE's homepage.

4. RIGHTS & OBLIGATIONS OF THE LICENSEE

In general, the LICENSEE, as a function of the rights granted by REGIMBEAU, commits that he will use the **SIM'UP® TOOL** only in the context defined in the LICENSE.

Hence, REGIMBEAU authorizes the LICENSEE solely in the context of this document, to:

- Consult the INFORMATION and/or
- Extract and/or print the INFORMATION.

Therefore, the LICENSEE is not authorized, in particular, to directly or indirectly exploit, represent, reproduce and/or adapt (especially through incorporation into other databases) all or any part of the rights and/or media, the subject of which is the INFORMATION, except as set forth herein).

5. INTELLECTUAL PROPERTY RIGHTS

REGIMBEAU is the sole owner (and/or has obtained the required authorizations) of all the intellectual property rights in both the structure and the contents of the SITE (with it being specified that the **SIM'UP® TOOL**, of which REGIMBEAU is the producer, author and owner, is protected by the provisions of the Intellectual Property Code).

The rights granted to the LICENSEE do not imply any transfer of ownership of any of the rights held by REGIMBEAU (or for which REGIMBEAU has obtained authorizations).

Those rights consist, in particular -- without necessarily being limited thereto -- of copyrights (including those in software), *Sui Generis* rights (Article L.341-1 et seq. of the Intellectual Property Code), and rights related to distinctive signs (trademarks included), drawings, models, patents, expertise or domain names.

The LICENSEE also commits to refrain from using the INFORMATION i) in such a way as to undermine REGIMBEAU's rights or ii) in a way that particularly constitutes an infringement, unfair competition and/or parasitism (without necessarily being limited thereto).

THE LICENSEE commits to comply and have others comply with all of REGIMBEAU's intellectual property rights (including the notices regarding the ownership of rights).

6. RESPECT OF PERSONAL DATA & COOKIES

6.1

REGIMBEAU commits to save the LICENSEES' data and strictly comply with the laws applicable to protection of privacy and individual rights.

Hence, it is specified that personal data transmitted by LICENSEES are intended only for REGIMBEAU'S services. THE LICENSEES' personal data are saved by REGIMBEAU for internal archiving to enable it to improve its services to LICENSEES, and may be transmitted only at the request of a judicial or administrative authority.

[Click here to read our data protection policy](#)

7. RULES GOVERNING USE OF THE INTERNET & LIMITATION OF LIABILITY

7.1

REGIMBEAU commits to extend every effort to secure the access, consultation and use of INFORMATION in accordance with the rules governing use of the internet.

The SITE is accessible 24 hours a day, seven days a week, except in a situation of *force majeure* or the occurrence of an event that is beyond REGIMBEAU's control, subject to any possible breakdowns and maintenance services that are necessary for proper operation of the SITE.

Maintenance services may be carried out without LICENSEES being advised thereof in advance.

The LICENSEES declare that they know and accept the characteristics and limits of the internet and, in particular, acknowledge that:

- Use of the SITE occurs at their risk and peril. They have access to the SITE "as it presently exists" and as a function of its availability.
- If they download, or obtain by any other means, any material during the use of the Internet, it is at their risk and peril. They alone are liable for damage incurred by their computers and/or for any loss of data following the downloading of such material and/or consultation of the SITE.
- It is their responsibility to take all appropriate measures to protect their own data and/or software from contamination of any viruses that might circulate on the SITE.
- They alone are responsible for their use of INFORMATION; consequently, REGIMBEAU shall not be held liable for property damage or consequential loss resulting from use of this INFORMATION.
- They alone are responsible for their use of sites that have a hypertext link with the SITE, with REGIMBEAU disclaiming all liability with respect to the contents of such sites.
- They are aware of the nature of the internet, in particular its technical performance and the times of response for consulting, questioning or transferring INFORMATION.
- It is their responsibility to take all necessary measures to ensure that the technical characteristics of their equipment enable them to consult INFORMATION.
- It is up to them to set up appropriate monitoring systems and, if necessary, to upgrade them in order to avoid any disclosure of INFORMATION and, in particular, a use of all or part of INFORMATION in any way and in any form whatsoever, that is unlawful or contrary to this LICENSE.

7.2

REGIMBEAU does not provide any guarantee as to the reliability, veracity, exhaustiveness and/or pertinence of INFORMATION.

The provision of INFORMATION shall not in any way be regarded as specific advice and/or support in the carrying out of a transaction or in the making of a decision.

Consequently, each LICENSEE acknowledges that he uses the INFORMATION and other data of the SITE that are offered to him at his own risk and peril and within the limits set forth herein.

Therefore, REGIMBEAU shall not be held liable for any injury and/or damage that might result from the use of INFORMATION and/or other data available on the SITE.

Also, REGIMBEAU disclaims all liability regarding the content, operation, services offered, and access to the websites published by third parties and accessible from the SITE through hypertext links.

8. DURATION & RESCISSION

8.1

The LICENSE will take effect as of the first connection to the SITE.

The LICENSE is granted for the period during which the SIM'UP® TOOL is made available by REGIMBEAU.

This LICENSE may be rescinded by either PARTY in the event of the other PARTY's breach of, and/or failure to execute, even partially, any of its obligations hereunder.

8.2

For all useful purposes, it is specified that REGIMBEAU, at its discretion, has the right to change this LICENSE at any time.

In that event, REGIMBEAU will inform the LICENSEES (by any means) of the conditions of the new license no later than one (1) month before it takes effect.

9. DISPUTES

The LICENSE is governed exclusively by French law.

If the LICENSE is translated into foreign languages and there is a difference of interpretation between the versions proposed, it is agreed that the French version will prevail.

Any dispute that might arise regarding the construction, execution, rescission and/or validity of this document and/or its consequences, which the PARTIES have failed to resolve amicably within two (2) months following a

notice sent by one of the PARTIES to the other, shall be submitted to the court that has jurisdiction over such matters.

10. MISCELLANEOUS PROVISIONS

If any of the provisions of this document are declared null or inapplicable by virtue of a law or regulation or following a final court decision, any such provisions shall be deemed to be nonexistent and the other provisions shall remain in force and effect.

For the purposes of execution of this document, the contractual relationships between REGIMBEAU and the LICENSEE are governed exclusively by the provisions of the LICENSE.