

IPnalytix – General Terms and Conditions of Patent Analytics Services

Valid as of: 1 January 2026

1. Scope of the Terms and Conditions

These General Terms and Conditions ("Terms") govern the provision and use of patent analytics and intellectual property-related analytical services provided by **IPnalytix** (hereinafter referred to as the "Service Provider").

The Services include, but are not limited to: - Prior art searching and analysis - Patent landscape and technology trend analysis - Freedom-to-Operate (FTO) analytical support - Invalidity and validity studies (non-legal) - Patent portfolio analysis - Patent valuation and licensing analysis - Competitive and market intelligence related to patents

All services are hereinafter jointly referred to as the "Services".

These Terms apply to: - IPnalytix as Service Provider; and - The customer placing an order for the Services (hereinafter referred to as the "Customer"),

collectively referred to as the "Parties".

Information published on the IPnalytix website regarding service descriptions, scope, pricing, and delivery forms an integral part of these Terms.

The language of the Services and all related documentation is English, unless otherwise agreed in writing.

Any deviation from these Terms is only valid if agreed in writing by both Parties.

2. Formation of Contract

A contract between the Customer and IPnalytix is formed when the Customer submits a written order or accepts a written quotation issued by IPnalytix, and IPnalytix confirms acceptance of the order.

Placing an order entails a payment obligation for the Customer.

IPnalytix reserves the right to request additional information if the submitted information is insufficient to perform the Services. The contract shall only be deemed concluded once all necessary information has been provided and, where applicable, payment has been received.

No separate contract document is required unless explicitly agreed.

3. Fees and Payment

Fees for the Services are communicated via the website, quotation, or written agreement.

Unless otherwise stated: - All prices are exclusive of VAT. - VAT will be charged where applicable. For EU B2B customers outside the Netherlands, VAT may be reverse-charged in accordance with EU VAT regulations.

Invoices must be paid within the payment term stated on the invoice or quotation. IPnalytix reserves the right to suspend Services in case of late payment.

4. Service Provision and Delivery

IPnalytix shall perform the Services with reasonable skill, care, and professional diligence.

Delivery timelines are indicative unless explicitly agreed otherwise in writing. The scope of the Services cannot be materially changed after confirmation without mutual agreement.

The Services are performed using patent and non-patent literature databases considered reliable. However, completeness and accuracy of external databases cannot be guaranteed.

Reports are delivered electronically unless otherwise agreed.

5. Nature and Limitations of the Services

All Services provided by IPnalytix are **analytical and non-legal in nature**.

The Services do not constitute: - Legal advice - Legal opinions - Freedom-to-operate opinions - Validity or infringement opinions

Any legal conclusions, enforcement actions, or risk mitigation decisions should be handled by qualified patent attorneys or legal professionals.

6. Liability

IPnalytix shall not be liable for: - Decisions made by the Customer based on the Services - Inaccuracies originating from third-party databases or sources - Indirect, consequential, or economic losses

Liability of IPnalytix is limited to cases of wilful misconduct or gross negligence and, where permitted by law, limited to the amount paid by the Customer for the relevant Service.

7. Confidentiality

IPnalytix shall treat all non-public information received from the Customer as strictly confidential and use such information solely for the purpose of performing the Services.

This confidentiality obligation remains in force indefinitely after termination or completion of the Services, except where disclosure is required by law.

Use of the Services does not constitute public disclosure and does not affect potential future patent filings.

8. Intellectual Property

All reports, analyses, and deliverables produced by IPnalytix remain the intellectual property of IPnalytix until full payment has been received.

Upon full payment, the Customer is granted a non-exclusive, non-transferable right to use the deliverables for internal business purposes, unless otherwise agreed in writing.

9. Applicable Law and Jurisdiction

These Terms and any agreement arising from them are governed by the laws of the Netherlands.

Any disputes arising in connection with the Services shall be submitted to the competent courts of the Netherlands, unless mandatory law provides otherwise.

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