CONTRACT AGREEMENT ON DELIVERY
OF A TRADEMARK SEARCH SYSTEM

Between SWORD, S.A. a company incorporated in France at the Rue de Lyon 37, FR-75012 Paris (hereinafter referred to as "the Supplier") represented by

Mr Fabrice Lienart
IP Business Unit Director

and

the Industrial Property Office of the Slovak Republic, Jána Švermu 43, SK-974 04 Banska Bystrica (hereinafter referred to as "the Office"), represented by
Ms Darina Kyliánová
President of the Office

both parties agree as follows:

Article 1
(Definitions)

For the purpose of this contract:

(a) "Trademark Search System" means a turnkey solution that provides the Office with the means for carrying out verbal or figurative searches or examinations (hereinafter referred to as "the searches") in different trademark databases as specified further in this contract.

(b) "Software" means a part of the trademark search system that enables to carry out interactive searches on verbal or figurative or combined search questions created by a user according to different bibliographic search criteria and that gives search results appropriate to the search questions.

(c) "Database Domain" means an environment that accommodates trademark data to be searchable or to be searched by the software.

(d) "Hardware" means a part of the trademark search system that stores the software, the data and that is able to run the software for the purposes of carrying out the trademark searches.

(e) "Services" mean performance of the Supplier to prepare functionality of the trademark search system as specified further in this contract in favour of the Office.

(f) "Maintenance" means services of the Supplier for the Office after the trademark search system is in operation at the premises of the Office.

Article 2
(Subject of the Contract)

Subject of this contract is a trademark search system based on ACSEPTO® Mark software as it is specified in Annex 1 of this contract, provided by the Supplier for the Office as a turnkey

solution for performing verbal and figurative search and examination of trademarks. The turnkey solution covers delivery or providing of all components of the trademark search system as follows in Article 3 of this contract.

Article 3
(Commitments)

(a) The Supplier shall purchase the hardware as it is specified in Annex 2 of this contract. The Supplier shall make all necessary installations of the hardware at its own premises so that it is able to run the software.

(b) The Supplier shall install the software, which is product ACSEPTO® Mark Version 6.2, at its own premises on the hardware so that it is able to be used for carrying out searches in database domains as they are defined, listed and specified in this contract with the functions of the software available to be used by the Office as specified in Annex 1.

(c) The Supplier shall provide the Office by a licence on the software with the use of following database domains:

(1) national trademarks and applications thereof administrated by the Office,
(2) international trademarks and applications thereof designated for the Slovak Republic and the European Community and administrated by the World Intellectual Property Organisation,
(3) Community trademarks and applications thereof administrated by the Office for Harmonisation in the Internal Market,
(4) International Non-proprietary Names administered by the World Health Organisation,
(5) Article 6ter database administered by the World Intellectual Property Organisation

(d) The software licence agreement that allows the Office to use the software and the database domains is in Annex 3 of this contract.

(e) The Supplier shall prepare initial database for all database domains listed and specified in this contract based on the data supplied by the Office as it is specified in Annex 1 to this contract. The Supplier shall provide the Office with the right to add, delete, change or to update any of data in any of database accommodated by any of database domain of the trademark search system. The Supplier shall provide the Office with the specifications and algorithms for direct update of any of search databases.

(f) The Supplier shall deliver the complete trademark search system to the Office within thirty days from the date this contract takes effect or within fourteen days from the date the Office dispatches data for at least three of database domains listed in this contract or after the hardware and its software (Windows and SQL Server) have been delivered to the Supplier. The time limit that expires later shall be considered as a term the complete trademark search system delivery is due.

(g) The Supplier shall provide the Office with training of the staff of the Office within two weeks from the date of delivery of the complete trademark search system. The training shall cover an administration part and the user part of the software. The administration part shall cover operation and managing of the software including adding, deleting, changing and updating data the

software uses. The user part shall cover using the software for purposes of carrying out trademark searches.

(h) The Supplier shall provide the Office with services that will facilitate running the trademark search system in operation. The facilitating services shall cover localisation of the software interface in Slovak language based on the Supplier's resources in English language and the Office's translations to Slovak language as well as running in service as specified in Annex 1 of this contract

(i) A Slovak version of the international classification of figurative elements of trademarks shall be loaded in the software. The Supplier shall provide the Office with required format of the classification and the Office shall provide the Supplier with the Slovak version of the classification in required format before installation of the Software. The Slovak version of the classification shall be available to the office within fourteen days from the date of delivery the translation to the Supplier.

(j) The Supplier shall provide maintenance services for the Office as specified in Annex 4 of this contract.

(k) The Supplier shall make invoices for the trademark search system supply according to this contract and shall sent the invoices to the Office. The invoices shall list all components of the trademark search system including services and maintenance in such manner that the price is set for each component separately.

(1) The Office shall pay the Supplier for the products and services according to provisions set in Article 4 of this contract.

Article 4
(Payments)

(a) The Office shall pay the Supplier for the provision of the trademark search system including services referred to in Article 3 a flat fee of 96 200 € excluding VAT.

(b) The Office shall pay the Supplier for the maintenance of the trademark search system referred to in Article 3, an annual maintenance fee of 11 250 € excluding VAT.

(c) The payment shall be made in three partial annual fees in the first three years of the contract using the rule one partial fee per year. After the third year of the contract only the annual maintenance fee is payable by the Office.

(d) The first partial fee shall be 57 450 € excluding VAT, including the annual maintenance fee for the first year of maintenance services. The Office shall pay 15 % of the first partial fee upon a pro-forma invoice made by the Supplier upon delivery of the trademark search system to the Office. Remaining part of the first partial fee shall be paid upon the invoice the Supplier submit to the Office after the trademark search system is put in operation in the Office.

(e) The second partial fee shall be 36 250 € excluding VAT, including the annual maintenance fee for the second year of maintenance services. The second partial payment shall be made upon the invoice the Supplier submit to the Office after one year the trademark search system is put in operation in the Office.

(i) The third partial fee shall be 36 250 € excluding VAT, including the annual maintenance fee for the third year of maintenance services. The third partial payment shall be made upon the invoice the Supplier submit to the Office after two years the trademark search system is put in operation in the Office.

(g) Each payment shall be made by the Office within one month of the receipt of the invoice made by the Supplier.

Article 5
(Entering into force)

(a) This contract shall enter into force upon signature by both parties and shall remain in force for an indefinite time.

(b) The terms of this contract shall only be changed by mutual consent in writing.

Article 6
(Termination)

Either party may terminate this contract by at least six calendar months' notice in writing with effect on June 30 or December 31 of any calendar year.

Article 7
(Applicable Law & Settlement of Disputes)

(a) The contract shall be governed by the national law of Slovak Republic.

(b) Any dispute concerning the interpretation or application of this contract not amicably settled between the parties, will be submitted to an international arbitration tribunal (ad hoc) whose award will be final.
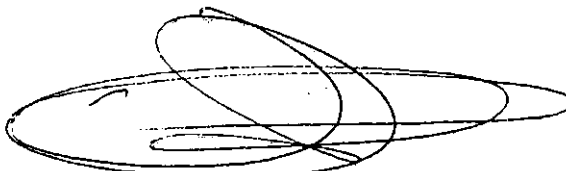
Article 8
(Annexes)

There are four annexes that are integral and inseparable part of the contract. The terms of any of annexes to this contract shall only be changed by mutual consent in writing.

Signed in four originals in the English language.

For the Industrial Property Office
of the Slovak Republic
Date: 5 August 2005

For SWORD, SA

Date: 23/08/2005

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ANNEX 1

SWORD Offer to UPV

The Industrial Property Office of the Slovak Republic

ACSEPTO

Our references :   SWT / JDT / P2005 - 0160-V2

Your contacts: Fabrice Lienart, Directeur (+33 1.44.67.24.38)

                        Jean-Gabriel Dapremont, Project Manager (+33 1.44.67.24.44)

June 2005, 14th

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SUMMARY

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Introduction

This document is the proposal for delivery of ACSEPTO® software to the Industrial Property Office of the Slovak Republic (later called Office or UPV).

It covers:

- Functions covered by these software and existing mechanisms to upgrade data

- Requirements and services related to integration of these software in the UPV Information System (later called IS).

The Offer is limited to the delivery of the Software and restricted to the minimum services required to put it in production. Other services have been changed to options which are not compulsory at this stage.

Any additional services will be charged according to the number of man.days spent.

1   Functional coverage

1.1   Acsepto

The license for UPV covers the right of use of ACSEPTO, on one site, for internal purpose, for :

	SQL Server	Oracle	Informix
ACSEPTO Mark			
DATA			
- National Marks			🚌
- International Registrations			🚌
- Community trade marks			🚌
- INN			🚌
- Art. 6ter			🚌
SEARCH ENGINES			
- Verbal & Figurative search on standard databases			🚌
- Verbal & Figurative batch search on CTM database			Option
ACSEPTO Designs			
DATA			
- National designs			
- International designs			
SEARCH Engine			
- Design search			

DATA is the list of searchable domains available per search engine.

SEARCH ENGINE is a search server per search database.

The standard search database allows importation and search on all trademarks domains (types) named in DATA.

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The search engine for CTM database is a separate search service to allow batch search with the CTM batch module (automatic CTM search and generation of word reports)

The option may be purchased at a later stage as an additional software component.

Version number

The version which will be delivered is the more recent version available at the date of installation (6.2 for the common version, and 7 for Unicode version).
 It is functionally equivalent to the trial version which has been installed at UPV for a one month evaluation period.

Functions

➢ The following functions will be activated:

Configuration of the system:
- Server, Job Queue & User management
- Rules & Template configuration
- Management of dictionary
- Notebook, Families, External codes management
- Coding

Search context for trademarks on all data domains:
- Free search
- Examination

Trademark Verbal Search server algorithms:
- Identical
- Similarity
- Sequence
- Phonetic
- Crossed Phonetic

➢ The following functions are not included in this Offer. They are delivered when purchasing the CTM Search Server:

Configuration of the system:
- OHIM Codes management

Search context for trademarks:
- CTM Batch management, Coding and CTM batch search

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1.2 Compatibility and ergonomics issues

1.2.1   Character sets

The current version 6 of ACSEPTO is not Unicode and has to be installed with the country specific "character set" configured in the database supporting Slovak language.

The Unicode version of Acsepto (version 7) can be delivered on demand. There is no additional impact on SWORD workload or financial cost.

Should version 7 be required, UPV database and drivers would require to fully support Unicode.

The Database server and ODBC drivers must fully handle the "character set" used at the Office.

All extractions and importations will be made on site with the Office character set (Latin2) except if version 7 is chosen, in this case, all files shall be Unicode.

1.2.2   User interfaces

The default language for Acsepto and CTM download user interfaces (messages and screens, online documentation) is English.

1.3 Search database initialization and update

1.3.1   Principles

Acsepto provides a standard interface for daily updates to the search database by means of an import program of flat files.

SWORD can also provide the algorithm so that these updates can be directly done in the search database, from the IS, through adapted commands. The algorithms may be delivered in natural language (pdseudo code in English) or/and program examples (.Net C#)

No extra support from SWORD will be delivered for interfacing to the search database.

1.3.2   Solutions for update of Acsepto

a)   Flat files

UPV will generate for initialization as well as daily update, files compliant with the format provided by SWORD, in the place specified in advance.
Daily updates relate to new trademarks or relevant changes to existing trademarks.

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b) Direct changes in the Search database

SWORD will provide UPV with the specifications and algorithms, for direct update of the search database. Some support from SWORD (including tests) is expected to be provided to UPV for implementation of this option.

c) Integration of web services

SWORD can provide the necessary web services for instantaneous updates. This method is not transactional between the IS and Acsepto.

Initialization is still made with flat files.

Any of these 3 options are possible. Sword may deliver one of these solutions to update the Acsepto database. Additional support may be provided at standard support rate.

1.4 Bibliographic   details

Acsepto provides an interface to the full bibliographic details stored in the IS. It is made through the call to a web page or a program.

The web page shall display an extract of the Register sheet from the management database.

This web page or equivalent program shall be provided by UPV.

1.5   Localization

User   interface

The default language for Acsepto user interfaces (messages and screens, online documentation) is English.

All necessary resources will be sent to UPV for translation. On reception of the translation, SWORD will integrate these resources and generate a specific Installer Package after re-compilation.

SWORD workload : 5 man.days

Vienna   classification

A Slovak version of the Vienna classification can be uploaded into the system. SWORD will provide the UPV with the format to comply with, if required. This can be made at no extra cost even it the option is not chosen by the Office.

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1.6 Installation in the production environment of ACSEPTO modules

Pre-requisites (UPV responsibility):

> Preparation of data, and interfaces with the IS has been performed by the UPV

> UPV will be solely in charge of the tests in regard to the character sets and interfacing Sword's system.

The installation step covers (SWORD responsibility):

> Preparation of the hardware platform

> Installation of Acsepto Software

> Initialization of the production database

SWORD workload: 5 man.days.

1.7 Training

5 days-training session will be organized on site for User, Super User and Administrator training.

UPV shall provide a training room with at least 3 computers.

The training session will cover:

> - 3 days training for coding, examination and other Acsepto modules (families, notebook …)

> - 1 day for parametering the system

> - 1 day of training for system and administration to one Acsepto Super User (ideally the system administrator) for server management

Maximum number of participants: 6

1.8 Running-in

SWORD provides "running-in" services to accompany the Office end-users at the beginning of the production period; the objective is to facilitate the appropriation of the system by the users and the administrators, and to sort out on site, any problems not encountered before.

SWORD workload: 5 man.days.

1.9 Support

SWORD usually provides a support to the Offices for preparation, initialization & follow up of the different modules throughout the project (Changes in search DB, Interface with Management system, Web page, CTM download…)

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Estimated workload for support has consequently been reduced from 5 to 2 man.days. Additional services shall be charged to the UPV on a time & material basis. Rate is provided in §2.1.2.

SWORD Workload : 2 man.days

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2   Financial proposal

2.1 Software license costs

ACSEPTO Licenses

Verbal and figurative search modules
Standard modules..**65 000 €**

Search domains extensions

Extension	Standard price	Reduced price
International registrations extension	15 250 €	
Community trademarks extension	15 250 €	
Pharmaceutical trademarks extension	1 000 €	10 000 €
6 ter Articles extension	2 500 €	
Total extensions	34 000 €	

Total ACSEPTO Licenses...**75 000 €**

As agreed, for the order of the 75 000 € Acsepto License, we accept a payment condition of the license on a 3 years period without any leasing fees, which represents: **25 000 €** per year. Annual maintenance (includes a Hot-line and new releases) is 15 % of the software licenses standard price. Annual costs equal to **11 250 €**. The maintenance starts when the system is fully installed on site. At the end of the 3 years period, only the annual maintenance costs will remain.

2.2 Hardware   costs

Hardware cost as defined in Appendix 1 *"Acsepto hardware delivery and installation"* is divided as follow:

Hardware cost is **5 509** Euros

Services for hardware installation and shipping is **1 791** Euros

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2.3 Software services costs

Services	Man.days	Price (€)
Support to preparation and follow up (§ 1.9)	2	1 200
Installation of ACSEPTO (§ 1.6)	5	3 000
Training session (§ 1.7)		4 200
Localization (§ 1.5)	5	2 500
Running in (§ 1.8)	5	3 000

In order to reduce travel costs, part of the services will be done as much as possible remotely thru a VPN access.

We estimate that 1 trip will be sufficient to cover installation & training. (Travel & accommodations costs will charged separately at real cost on presentation of receipts). An additional trip will be necessary if the Running In mission can not be in consecutive week of the Training mission.

The total amount of software services cost is **13 900** Euros excluding VAT.

Additional services rate:

On request, SWORD may provide additional services (development or assistance) at standard current rates (excluding travel & accommodation costs): 600 Euros per working day.

Daily rate may be reduced to 500 Euros according to workload and complexity of the work. Project management rate is 750 Euros and is never more than 25% of development workload.

2.4 Summary of cost

According to §2.1, 2.2 and 2.3, summary of costs is described as follow:

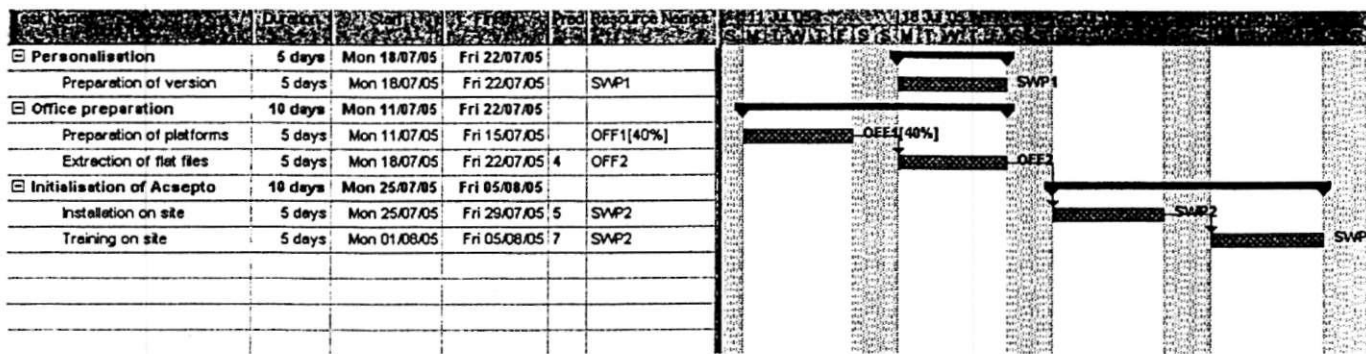| Description	Prices in Euros excluding VAT
Software (License + Extensions)	75 000
Hardware	5 509
Services	15 691
Annual maintenance	11 250

This excludes options and additional services which can be purchased at a later stage.

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2.5   Planning

ACSEPTO can be implemented at UPV within 4 weeks. According to SWORD and UPV staff availability, if project start date is in week 28 (11/07), and according to hardware availability, installation mission and training can take place on weeks 30 and 31.

Provisional   project   plan:

	Duration	Start	Finish	Pred	Resource Names
⊟ Personalisation	5 days	Mon 18/07/05	Fri 22/07/05		
Preparation of version	5 days	Mon 18/07/05	Fri 22/07/05		SWP1
⊟ Office preparation	10 days	Mon 11/07/05	Fri 22/07/05		
Preparation of platforms	5 days	Mon 11/07/05	Fri 15/07/05		OFF1[40%]
Extraction of flat files	5 days	Mon 18/07/05	Fri 22/07/05	4	OFF2
⊟ Initialisation of Acsepto	10 days	Mon 25/07/05	Fri 05/08/05		
Installation on site	5 days	Mon 25/07/05	Fri 29/07/05	5	SWP2
Training on site	5 days	Mon 01/08/05	Fri 05/08/05	7	SWP2

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Appendix 1: Hardware and Software requirements for UPV Search platform

For the production platform, the required configuration shall include the minimum following configuration, including one database server, one search server and client computers:

Database server requirements
- Unix server (HPUX / Solaris)
- Informix
- At least 20 Gb of disk space and 512Mb of memory for national database (CTM data may require more disk space)
- Preferably SCSI disks in Raid 5 configuration for better performances.
- 100/1000 Mb Network device

Acsepto Server requirements
- Windows 2000 Server or Workstation with latest service packs
- Informix client ODBC interface
- 1 or 2 way processor Xeon 3Ghz
- 1Go of fastest RAM memory (minimum DDR SDRAM PC3200),
- 40 Gb of HD EIDE 7500 rpm minimum (or Raid SATA/SCSI disks for simple mirroring)
- 100/1000 Mb Network device

Acsepto Client PC requirements
- Windows NT4/5/XP with latest service packs
- Informix client ODBC interface
- MS word and Excel (Office 97/2000/XP)

- 1 way processor Pentium III or IV
- 256Mb of Ram memory (DDR SDRAM PC2100 minimum),
- 20Gb of HD EIDE 7500 rpm
- 10/100 Mb Network device
- 32Mb display device
- 17" monitor or more for figurative search

The Office may need a second search server in order to prevent any hardware problems on the live server. This spare server could be smaller than the live one.

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ANNEX 2

The Industrial Property Office of the Slovak Republic

ACSEPTO hardware delivery and installation

Our references :   SWT / JDT / P2005 - 0160-V2 / 3

Your contacts: Fabrice Lienart, Directeur (+33 1.44.67.24.38)

Jean-Gabriel Dapremont, Project Manager (+33 1.44.67.24.44)

June 2005, 14th

SWORD

Introduction

This document describes the hardware to be purchased for the ACSEPTO application and database server as well as payment conditions and detailed planning. SWORD will provide the server detailed later in this document after full installation.

This proposal includes :

> Purchase of the server
>
> Installation and configuration services of the system and SQL Server.
>
> - Express shipping to the Industrial Property of the Slovak Republic, including insurance.

Guarantee and maintenance are not provided by SWORD but shall be easily provided through a local HP provider.

Server description

The following server will be purchased by SWORD to host the database and application for ACSEPTO.

- 1U Rack Server HP Proliant **DL360 G4P** (Ref. 380079-421)
  - o   *2 Go of DDR2 SDRAM memory (PC2 - 3200)*
  - o   *Integrated Raid controler (2 ways)*
  - o   *Integrated Gigabit Lan*
  - o   *CD Rom*
  - o   *Graphic device ATI Rage XL*
- *2* Processors Xeon 3.4 Ghz (2Mo of L2 cache)
- Hard Disks U320 hot plug: 2x146.8 Go (10000 rpm) (Ref. 286716-B22)
- 1 Go (2x512) of additionnal DDR2 RAM PC2-3200 Memory (Ref 343055-B21)

Installation

On start of the project, SWORD will purchase the server described in this document. According to planning and upon receival of the server, SWORD will install it in Paris with the flat files provided by UPV in advance (including pictures).

Summary of planning

> *Step 1: Start of the project*
> - o   Windows and SQL Server CDs are sent to SWORD by UPV

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o   Order of the server by SWORD

Step 2: After reception of the CDs, the server and the necessary flat files for initialization of Acsepto

   o   Installation of Windows and SQL server by SWORD
   o   Initialization of ACSEPTO database and application

Step 3: Installation at UPV

   o   SWORD will send the server to UPV
   o   At reception, UPV will install the server in its network.

The training sessions may begin anytime after step 3.

Payments (exluding V.A.T.)

   -   Hardware cost is 5 509 Euros

   -   Services cost (hardware installation and shipping) is 1 791 Euros

   -   Total hardware delivery cost is 7 300 Euros

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ANNEX **3**
SOFTWARE LICENSE AGREEMENT

Reference No: 2005-0160

Parties: THE INDUSTRIAL PROPERTY OFFICE OF THE SLOVAK REPUBLIC and SWORD

Effective Date: September 1ˢᵗ, 2005

1. DEFINITIONS

    (a) **«Software»** means the Supplier's "ACSEPTO" trade mark search system as described in SWORD's Offer

    (b) **«Documentation»** includes the Supplier's standard user on-line help files (ACSEPTO) and the technical documentation (descriptions of procedures and tasks, system prompts,...)

2. AGREEMENT

    (a) SWORD hereby grants the Licensee, who accepts a personal, non-transferable and non-exclusive right for an unlimited time period to use its ACSEPTO trademark search software under the terms of this Agreement.

3. INTELLECTUAL PROPERTY AND RIGHT OF USE

    a) The copyright and all other intellectual property rights in the Software and in Documentation are and remain the absolute property of the Licensor.

    b) The Licensee acknowledges having been duly informed that the software package represents a significant amount of work and investment on SWORD's part; the result of such work and investment is SWORD's right to market the software package **to** different users.

    c) Consequently, the Licensee shall disclose no information whatsoever on the software to third parties in any way whatsoever, and furthermore agrees to have all persons under its authority respect such non-disclosure obligation.

    d) In particular, the Licensee shall neither effect nor tolerate the full or partial reproduction of the software package in any form whatsoever. Likewise, the Licensee shall not change, modify or erase any mark or inscription figuring in the software package or in the corresponding documentation.

e) Under this Contract, the Licensor grants to the Licensee a personal, non-exclusive and non-transferable right to use the Software only on the Registered Site for Licensee's own internal business purposes as permitted under this Contract.

f) The Licensee agrees to use the software package only for its own needs. Consequently the Licensee shall not use it even free of charge on behalf of third parties.

g) The equipment shall be set up in the Licensee's place of business at the address stipulated in article 6 of this agreement. The Licensee shall be able to move the software package to another address provided that SWORD is informed thereof at least one month in advance by registered letter, return receipt requested.

h) The Licensee shall not acquire any title, copyright or other propriety rights in the Software other than specified in this Contract.

i) The Licensee will not duplicate, alter, modify or adapt the Software, not sublicense, sell, lease, rent or otherwise disclose it to any third parties. The Licensee will not correct or make a third party correct any error contained in the Software, without Licensor's prior and written consent.

j) The Licensee has no right to disclose the Software on the Internet.

k) The Licensee shall not, nor permit others, to decompile, reverse engineer or disassemblee the Software except that Licensee may decompile the Software only to the extend permitted by law where this is indispensable to obtain the information necessary to achieve the interoperability of the Software with another program and such information is not readily available from either Licensor or elsewhere, and Licensor has received a written request to provide this information and has substantially failed to provide it within a reasonable period of time.

1) On reasonable notice, The Licensor may inspect the facilities of the Licensee to verify the proper use for the licensed Software under this Contract.

m) Any and all amendments, particularly without limitation, any and all extension of the Licensee's rights hereunder, shall be valid only by a written amendment to the present Contract, which shall be signed by both parties and which shall stipulate, where applicable, any additional charges.

4. CHARGES

a) The Licensee will pay, in Euro, the following fees to the Licensor in respect of the license granted to Use the Software:

• Standard ACSEPTO Search Software for National Trademarks	65 000 €
• Additional license for International Registration, Community Trademark, Pharmaceutical Trademark (INN), 6 ter Articles.	10 000 €
TOTAL FEES	**75 000 €**

b) The price of the licence being spread over a leasing period of three years, the licensee will pay, in Euro, the following *annual* fees to the Licensor in respect of the license granted to Use the Software, and this for a period of three years:

• Standard ACSEPTO Search Software for National Trademarks	21 666 €
• Additional license for International Registration, Community Trademark, Pharmaceutical Trademark (INN), 6 ter Articles.	3 333 €
TOTAL FEES	25 000 €

After the 3rd year, the license of use will be granted for an unlimited time period.

c) The license is granted only after full payment of the total price of the project as defined, in the SWORD's offer.

d) If the Licensee wishes to install a copy of the Software on any other server using the same instance of databases, the Licensee shall be entitled to do so without requiring any further approval or consent from the Supplier and shall not be liable to pay any additional charges to the Supplier. However, to the extent that any copy of the Software to be installed on any server will use a database or a set of data (National marks, International designation, Community trademarks, ...) which is not at that time in use by any other copy of the Software, the Licensee shall pay to the Licensor additional one-off fees. These additional one-off fees will be calculated with reference to the number of unique databases or to the number of set of data in use by all copies of the Software installed on the Site at that time.

6. DELIVERY AND INSTALLATION

(a) The Supplier will deliver the Software and the Documentation to the following address:

INDUSTRIAL PROPERTY OFFICE OF THE SLOVAK REPUBLIC
Jána Švermu 43
974 04 Banská Bystrica
Slovak Republic

(b)   The Supplier will deliver and install the initial version of the software.

(c)   The implementation project will follow the planning to be defined.

(d)   The Licensee will confirm receipt of the Software to the Supplier after each delivery.

7.   ACCEPTANCE

The Licensee will have a Testing Period of thirty (30) days commencing on the delivery date of the Software. Except otherwise agreed upon within the framework of the project.

8.   WARRANTY AND MAINTENANCE

a) The software package was designed and manufactured with all the care and precaution required by the rules of the trade, but it is always possible to discover an error, thus SWORD hereby represents and warrants that it shall execute any and all modifications to the software package which are necessary for its normal operation. The above-mentioned warranty is expressly limited to the correction of proven defects, but shall be null and void in the event the software package has been revised, maintained or modified by persons not having SWORD's express approval in writing. No modification, adaptation or additional training shall be provided under the terms of this warranty.

b) Warranty Period: for the Software, three (3) months included in the first year of maintenance.

c) The Supplier shall be able to provide Maintenance and Support Services for at least the following number of years: 3 years.

d) Within the framework of the project and as defined in the offer, SWORD shall provide maintenance of the Software, on one platform, for a year period beginning at the installation day, such period shall be tacitly renewed for one year unless one of the parties terminates this Contract by registered letter, return receipt requested sent to the other party no less than three months before the expiry of the then current period.

e) SWORD shall maintain the Software only in an equipment which corresponds to the specifications set forth in the technical part of the offer unless anything else specifically agreed.

9.   OBLIGATIONS OF THE LICENSEE

a) It shall be the Licensee's own responsibility to install and check the files and data necessary for running the software package.

b) The Licensee shall use those operating methods appropriate to the normal operation of the software program, and shall establish sufficient operation checks, as well as procedures for saving files.

c) In particular, the Licensee shall ensure that any and all changes in the configuration of its computer after the installation completion date are performed with the required care and precautions so as not to interfere with the normal running of the software package. He will inform the Supplier about any change of configuration (in particular if case of duplication of the search server) in order to make the maintenance feasible.

d) The Licensee will appoint the appropriate, adequately trained and authorised persons from its staff to liaise with the Licensor.

e) The Software shall be used under the sole direction, control and responsibility of the Licensee and it shall be for the Licensee:

- to ensure that all computer programs used in conjunction with the Software are free from defects adversely affecting the Software;
- to install all New Versions on the target hardware, set up adequate operation controls and implement appropriate operating methods (unless otherwise agreed with the Supplier); and
- to prepare, if need be, adequate troubleshooting plans providing for replacement procedures and, generally, to take all appropriate action to guard against any adverse effects due to Use of the Software.

In no event shall the Licensor be liable for any indirect damages arising from Use of the Software by the Licensee.

The Parties agree in particular that financial or business loss, loss of profits, loss of data and business interruption shall constitute indirect damages.

10.   HELP AND TRAINING

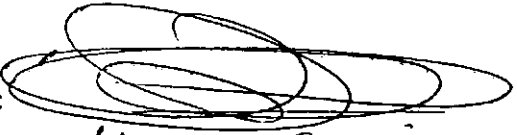(a)   The Supplier will provide to the Licensee, training as defined in the SWORD's offer.

11.   STAFF

a) While this Main agreement is in force, and for a period of 12 months after the termination of this Agreement for any reason, neither party will employ or offer employment to any person employed by or acting on behalf of the other party, without the prior written permission of the other party.

b) In the event that one party fails to this obligation, it will indemnify the other party by making a lump-sum payment equivalent to the gross salary that the employee would have received during the 12 months preceding the termination of his or her employment by that party.
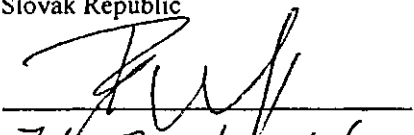
THE LICENSOR:

NAME: SWORD SA

ADDRESS: 37, Rue de Lyon
            FR-75012 PARIS

BY:

NAME: *LIENART FABRICE*

TITLE: *DIRECTOR*

DATE: *23/08/2005*

THE LICENSEE:

NAME: THE INDUSTRIAL PROPERTY OFFICE
            OF   THE   SLOVAK   REPUBLIC

ADDRESS: Jána Švermu 43
            974 04 Banská Bystrica
            Slovak Republic

BY:

NAME: *Ján Bachratý*

TITLE: *Vice-President*

DATE: *5 August 2005*

ANNEX 4

SOFTWARE MAINTENANCE AGREEMENT

Reference No: C2005-160/b

Parties: THE INDUSTRIAL PROPERTY OFFICE OF THE SLOVAK REPUBLIC (UPV) and SWORD SA.

Effective Date: (when the system is put into production)

This Annex is entered into pursuant to a License Agreement (the «Agreement») between UPV (the "Customer") and Sword SA (the «Supplier»).

1. DEFINITIONS

(a) **«Software»** means the Supplier's ACSEPTO Search software for Trademarks.

(b) **«Documentation»** includes the Supplier's standard user on-line help files and the technical documentation (descriptions of procedures and tasks, system prompts, ...)

(c) **«Site»** means each physical location anywhere in the world where the Software will be installed.

(d) **«Services»** means all services listed in the software maintenance appendix **of** Agreement C2004-0201

AH other words and terms used in this Annex shall have the same meanings ascribed to them in the Agreement (unless the context requires otherwise).

2. AGREEMENT

(a) The Supplier agrees to provide services (the "Services") in accordance with this Annex for the following components of ACSEPTO search software (version 6 or 7):

    (i)   Acsepto TM search server and clients for:
- National Marks,
- International Registrations
- Community Trademarks
- Pharmaceutical Trademarks (INN)
- 6 - ter Articles

and for all New Releases in connection therewith.

(b) This Annex is effective from the Effective Date and continues until ended under Section 3 below.

3.   **TERMINATION OF THIS ANNEX**

3.1   Either party may terminate this Annex if (i) the other breaches it and does not remedy the breach within thirty (30) days after it is notified of the breach, or (ii) the other is bankrupt, takes advantage of the insolvency or bankruptcy laws of any jurisdiction, admits in writing its inability to pay debts as they become due, or winds up its business voluntarily or otherwise. The termination of this Annex will be effective immediately after a party having the right to terminate it notifies the other of its decision to end it.

3.2   (a)   The Customer may terminate the Maintenance and Support Services, on not less than three (3) months' notice, or on the first anniversary of the Effective Date or any subsequent anniversary of the Effective Date.

        (b)   The Supplier may terminate Maintenance and Support Services no earlier than three (3) years following the Effective Date.

        (c)   Ending of License: If the Customer's license for the Software is terminated, Maintenance and Support Services automatically end. In such case, the prorata share of unused maintenance fees will be refunded to the Office.

4.   **THE MAINTENANCE SERVICES**

(a)   The Customer's staff at each of the Sites may request and receive the Services from the Supplier

(b)   The Supplier will be available by telephone, by fax or mail during the following Hours of Coverage to receive request for maintenance: 9:00 am to 17:00, Paris (FR) time.

(c)   The Supplier will return a telephone call, fax, e-mail requesting maintenance within the following Response Time: 24 hours.

(d)   After giving an improved release of the Software (correcting a default) to the Office, the Supplier will continue to maintain the previous release of the Software for the following time: 1 month. The Office must validate and install within this month.

(e)   ACSEPTO, access to new versions:

        1. Within the framework of the maintenance agreement, new versions are made available free of charge, at the same time on all supported RDBMS
        2. A new version offers:
                - enhancements to the standard tool (ergonomy, additional functions)
                - internal changes related to the extension of ACSEPTO to new major functions or new technical environments. A license cost is attached to the use of the major new functions
        3. Enhancements are always performed on the more recent version.

4.The implementation of a new version and activation of some new functions may involve some specific costs which will be charged to the client:
migration of data (database or search memory)
parametering

integration in the information system.

New releases are issued periodically which cover corrections or minor adjustments

5. CHARGES

a) The annual charges for the Services are as follows in respect of each individual Site where the Software is installed:

(i)Warranty Period (3 month after the delivery)		Included in Maintenance price
(ii)	Per years	15% of the license price

b) Starting from the installation date, the Supplier will invoice the Office as follows: annually, in advance.

c) After the first year, the maintenance price may be adjusted on a yearly basis:
- in case the functional scope of ACSEPTO is extended
- in case of additional licences being acquired
- on the basis of the French syntec index, according to the formula:
$P = P0 * (S/S0)$
P0: Initial price
S0 : More recent Syntec indice known at the effective date
P: Revised price
S: More recent Syntec indice known at the date of revision.

d) Expenses related to missions which would be organised within the framework of maintenance are not included in the price and will be invoiced separately

THE SUPPLIER:
NAME: SWORD SA

ADDRESS: 37, Rue de Lyon
F-75012 PARIS

BY:

NAME: *LIENART fABRICE*

TITLE: *DiRECToR*

DATE: *23/08/2005*

THE OFFICE:
NAME: THE INDUSTRIAL PROPERTY OFFICE
OF THE SLOVAK REPUBLIC

ADDRESS: Jána Švermu 43
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