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By registering for an Account (as defined below) to use the Software and clicking “I Accept”, you agree and acknowledge that you have read all of the terms and conditions of this EULA, you understand all of the terms and conditions of this EULA, and you agree to be legally bound by all of the terms and conditions of this EULA.

If you are entering into this EULA on behalf of a company (or other entity), you represent that you are an employee or agent of such company (or other entity) and you have the authority to enter into this EULA on behalf of such company (or other entity).

For the purpose of this EULA, you and, if applicable, such company (or other entity) constitute “Customer” or “you”.

The “Effective Date” of this EULA is the date you register for an Account and agree to the terms and conditions of this EULA.

#### 1. REGISTRATION

- 1.1. Accounts. In order to access the Software, you must (i) register for an account by completing the registration forms provided via the website located at [www.flexpatent.com](http://www.flexpatent.com) (the “Site”) or via the Software connected to the Internet, and (ii) either (a) provide a Payment Method (as defined below) for the applicable Subscription Fees (as defined below), or (b) signup for a Free Trial (as defined below). Notwithstanding anything to the contrary in this EULA, FlexPatent reserves the right to suspend your account and access to the Software in the event you fail to meet your payment obligations as set forth in this EULA.
- 1.2. Account Information. You agree to provide accurate information and promptly update your account if it changes. You are responsible for maintaining the confidentiality of your user passwords, IDs, and other credentials and login information (collectively, “Passwords”), and you agree that FlexPatent has no liability with respect to the use of any Passwords. You acknowledge that Passwords are personal to each user, and you are responsible for ensuring that each Password is used only by the applicable user. For the sake of clarity, you are not allowed to permit others to access or use your Account including those within your organization. If anyone other than you access or use your Account,

including those within your organization, you are responsible for the activities of such users that occur in connection with your Account.

2. Software Activation.

- 2.1. Activation. In order to activate the Software, you must have an Internet connection and must login to your account when prompted to within the Software. Upon login, FlexPatent will verify your account, and, if applicable, the payment for the applicable Subscription Period. Upon verification, FlexPatent will provide you access to use the Software in accordance with the terms set forth in this Agreement for the duration of the applicable Subscription Period or Free Trial Period. In the event you use the Software in violation of this EULA, FlexPatent reserves the right to deny activation.
- 2.2. Deactivations. The Software may be deactivated if one or more of the following occur:
  - 2.2.1. you attempt to activate additional devices beyond the amount specified as part of your Plan or Free Trial;
  - 2.2.2. periodically at an interval determined by FlexPatent, provided that you will receive a warning before any such deactivation to connect to the Internet to validate your subscription;
  - 2.2.3. an error with the Software;
  - 2.2.4. detection of your use in violation of this EULA; or
  - 2.2.5. the expiration of the applicable Subscription or Free Trial Period. In the event of a de-activation under this Section, you may be required to reactivate the Software.

3. Free Trials.

- 3.1. Free Trial Offers. Your access to the Software may start with a free trial ("Free Trial"). The Free Trial period of your access lasts for the period set forth on registration of your Account ("Free Trial Period"), and is intended to allow you to try the Services.
- 3.2. Free Trial Eligibility. Free Trial eligibility is determined by FlexPatent at its sole discretion and we may limit eligibility or duration to prevent Free Trial abuse. We reserve the right to revoke the Free Trial and put your Account on hold in the event that we determine that you are not eligible. We may use information such as device ID, physical address, name, or an Account email address used with an existing or recent FlexPatent Account to determine eligibility.
- 3.3. Expiration of Free Trial. Your Free Trial will automatically expire at the end of the Free Trial Period. If you wish to continue to use the Software, please visit the Site and/or your Account to purchase an FlexPatent Plan.
- 3.4. Disclaimer. Without limiting the other disclaimers and limitations in this EULA, CUSTOMER AGREES THAT ANY FREE TRIAL ACCESS IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY, SUPPORT, MAINTENANCE, STORAGE, SLA, OR INDEMNITY OBLIGATIONS OF ANY KIND. ACCORDINGLY, ANY USE OF FREE TRIAL PERIODS ARE AT CUSTOMER'S SOLE RISK. FlexPatent may terminate your right to use the

Software during any Free Trial period at any time for any reason or no reason in FlexPatent's sole discretion, without liability.

4. Fees and Payment Terms.

- 4.1. Subscription Fees. Subscription Fees are payable, and Customer agrees to pay such fees, on a monthly, semi-monthly or annual basis, in advance, depending upon the term of your FlexPatent Plan (the "Subscription Period"), which is or will be made available at [www.flexpatent.com](http://www.flexpatent.com). The Subscription Fees do not include taxes. FlexPatent will automatically charge the Payment Method provided by Customer for the Subscription Fees due in advance of every Subscription Period.
- 4.2. Payment Methods. Unless FlexPatent states otherwise, all payments must be made in the applicable currency listed for the FlexPatent Plan in your region and by a payment card ("Payment Method"). You hereby (i) authorize FlexPatent (or its authorized payment processors, which may include, for example, an affiliate of FlexPatent operating in your region) to make charges to your designated Payment Method in the applicable amount of the Subscription Fees for the duration of the applicable Subscription Period, at your direction, and (ii) represent and warrant that you are authorized to use and have Subscription Fees charged to the Payment Method you provide to FlexPatent. You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your Account, FlexPatent may suspend your access to the service until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Check with your Payment Method service provider for details.
- 4.3. No Refunds. Payments are nonrefundable and there are no refunds or credits for partially used Subscription Periods. Following any cancellation, however, you will continue to have access to the Software through the end of your current billing period.
- 4.4. Changes to the Subscription Fees. Notwithstanding any terms to the contrary in this EULA, (i) FlexPatent, at its sole discretion, may modify its pricing during any applicable terms, and such modifications will be effective as of the directly subsequent Subscription Period, and (ii) FlexPatent is not obligated to issue any refunds for fees paid.
- 4.5. Interest and Additional Terms. Interest on any late payments will accrue at the rate of 1.5% per month, or the highest rate permitted by law, whichever is lower, from the date such amount is due until the date such amount is paid in full. You will be responsible for, and will pay all sales and similar taxes on, all license fees and similar fees levied upon the provision of the Software provided under this EULA, excluding only taxes based solely on FlexPatent's net income. You will indemnify and hold FlexPatent harmless from and against any and all such taxes and related amounts levied upon the provision of the Software, and any costs

associated with the collection or withholding thereof, including penalties and interest.

4.6. Free Trials. Subscription Fees are not collected for any Free Trials under this EULA.

5. License Grant.

5.1. Software License Grant. Subject to the terms and conditions of this EULA and the payment obligations set forth herein, FlexPatent hereby grants to Customer, and Customer accepts, a limited, nonexclusive, non-assignable, non-sublicensable, and nontransferable license, during the applicable Subscription or Free Trial Period, to do the following solely for Customer's internal business purposes: (i) install the Software and (ii) access and use the Software as permitted under this EULA. Customer may not modify the Software in any capacity. FlexPatent retains the right to terminate the license as provided herein.

5.1.1. The Software is licensed, and not sold, and as such this EULA grants to you only certain rights. FlexPatent reserves to itself, and any applicable third parties, all other rights; the Software and related materials are, and all originals and copies thereof, in whole or in part, are and remain the property of FlexPatent.

5.2. Grant Restrictions. Customer will use the Software (i) only for its internal business purposes, and not for the internal purposes of any third party, and (ii) only to the extent it is licensed hereunder. Customer will not without FlexPatent's prior written consent in each instance voluntarily or involuntarily in any form or manner assign, sublicense, transfer, pledge, loan or share the Software or any rights under this EULA to or with any other person or entity, including, without limitation, any assignment or transfer incident to Customer's merger or consolidation with another entity, or any assignment or transfer by operation of law. Any such assignment, sublicense, transfer, pledge, loan or sharing absent FlexPatent's prior written consent will be void and of no force or effect and will cause the immediate termination of this EULA. Furthermore, Customer will not publish, disclose or otherwise display in writing, electronically or otherwise any part of the Software without FlexPatent's prior written consent in each such instance, and any such publication, disclosure or display absent FlexPatent's prior written consent which will cause the immediate termination of this EULA.

5.3. Intellectual Property Rights. You agree that any and all any and all Intellectual Property Rights contained in or relating to the Software and related documentation are and shall remain the exclusive property of FlexPatent and/or its licensors, and that nothing in this EULA is intended to transfer any Intellectual Property Rights to, or to vest any such Intellectual Property Rights in, you. For the purposes of this EULA, "Intellectual Property Rights" includes, but is not limited to, any right or protection existing from time to time in a specific jurisdiction, whether registered or not, under any patent law or other invention or discovery law, copyright law, publicity, performance or moral rights law, trade

secret law, confidential information law, right of privacy, industrial design law, trademark law, unfair competition or trade practices law, or other similar laws, and includes judicial decisions under common law or equity.

- 5.3.1. You agree not to take any action to jeopardize, limit or interfere with the FlexPatent's Intellectual Property Rights.
  - 5.3.2. You agree that any unauthorized use of the FlexPatent's Intellectual Property Rights is a violation of this EULA as well as a violation of intellectual property laws, including without limitation, patent laws, copyright laws, and trademark laws.
  - 5.3.3. You understand that all title and Intellectual Property Rights in and to any third party content that contained in the software is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties, and that each such third party expressly reserves all rights in and to such content.
  - 5.4. Use Restrictions. Customer will use the Software only in its original form, and will not, or permit any third party to: (i) reverse engineer, decompile, disassemble, decrypt, re-engineer, reverse assemble, reverse compile or otherwise translate or create, attempt to create the source code of the Software or its structural framework (in whole or in part), or perform any process intended to determine the source code for the Software, or assist or otherwise facilitate others to do any of the foregoing; (ii) modify, enhance or create derivative works based upon the Software (in whole or in part), including, without limitation, any derivative works based upon the Software, or otherwise change the Software; (iii) circumvent or attempt to circumvent any technological protection measures intended to restrict access to or use of any portion of the Software or the functionality of the Software; (iv) use the Software for any purpose that is illegal in any way or that advocates illegal activity; (v) alter, remove or obscure any copyright or trademark notice on the Software; (vi) make available the Software, including through electronic mail or the Internet; (vii) voluntarily or involuntarily in any form or manner assign, sublicense, transfer, pledge, copy, loan, publish, rent, sell, license, distribute or share the Software or or any rights under this EULA to or with any other person or entity, including providing outsourcing or on-line services to third parties; (viii) use the Software to develop a competing product or for any other purpose that is to FlexPatent's commercial disadvantage; or (ix) access or use any portion of the Software in any manner, except for the permitted use as expressly provided in this EULA. Customer agrees that any modification, enhancement, derivative work or other improvement to the Software developed by FlexPatent, Customer, Customer's employees or Customer's independent contractors, whether with or without the consent, advice and/or support of FlexPatent, will be the exclusive property of FlexPatent and subject to and governed under the terms and conditions of this EULA, and Customer hereby assigns to FlexPatent all such rights, title and interest therein.
6. Term and Termination.

- 6.1. If there is a Free Trial, then this EULA commences on the Effective Date and, unless earlier terminated as set forth in this EULA, continues for the Free Trial Period.
- 6.2. If there is no Free Trial, then this EULA commences on the Effective Date and, unless earlier terminated as provided herein, continues through the Subscription Period selected by Customer, and thereafter, if applicable, this EULA will automatically renew for successive periods equivalent in length to the term initially selected (each a "Renewal Subscription Period"). Customer acknowledges that it will not receive notice of a renewal date, and Customer expressly waives the application of New York General Obligation Law section 5-903, and any similar laws, prior to the start of any Renewal Subscription Period.
- 6.3. Termination for Convenience. Customer may terminate this EULA at any time with notice to FlexPatent, provided that FlexPatent will not issue any refunds. FlexPatent may terminate this EULA prior to any Renewal Subscription Period without notice to Customer or as otherwise provided for herein.
- 6.4. Termination for Cause. FlexPatent may terminate this EULA for cause if the other party breaches this EULA. Further, FlexPatent may suspend use of the Software without liability if FlexPatent is required to by any applicable laws or otherwise decides to at its sole discretion.
- 6.5. Obligations Upon Termination. Upon termination of this EULA, (i) all rights granted to Customer hereunder will immediately cease, (ii) Customer will immediately discontinue all use of the Software, (iii) Customer will promptly uninstall and erase all copies of the Software from the devices on which it has been installed, and return or, at the option of FlexPatent, destroy all copies of the Software in Customer's possession or control, (iv) upon request, Customer will certify to FlexPatent in writing that it has completed (ii) and (iii) above, (v) FlexPatent will immediately cease providing all services under this EULA, and (vi) Customer will immediately pay to FlexPatent all amounts due and payable up to the effective date of termination of this EULA.
- 6.6. FlexPatent has no obligation to maintain, return or undertake any specific treatment with respect to any content that you have created, posted, saved, stored or transmitted using the Software.
7. User Obligations and Responsibility.
  - 7.1. Responsibility of Content. You are solely responsible for any and all content created by you using the Software. It is still your responsibility to review the documents and its content, including any corrections and suggestions made via the Software, and to research results in order to determine their accuracy and suitability for your purposes. If you are an attorney, the materials you are licensing are designed to assist you in your professional practice. THE SOFTWARE IS NOT INTENDED TO BE A SUBSTITUTE FOR THE EXERCISE OF PROFESSIONAL JUDGMENT.

- 7.2. Indemnity. You agree to indemnify, hold harmless and defend FlexPatent and its affiliates, parent companies, subsidiaries, officers, directors, employees, agents and network service providers, against any and all damages, claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, FlexPatent expenses, reasonable attorneys' fees and other dispute resolution expenses) incurred by FlexPatent arising out of or relating to your:
  - 7.2.1. violation or breach of any term of this EULA or any applicable law or regulation;
  - 7.2.2. use or misuse of the Software, including any lack of professional judgement;
  - 7.2.3. violation of any rights of FlexPatent or any third party, including but not limited to Intellectual Property Rights.
- 8. Warranty and Disclaimer of Warranties.
  - 8.1. Mutual Warranties. Each party represents and warrants to the other party that: (i) such party has full power and authority to enter into this EULA and to perform its obligations under this EULA; (ii) this EULA is a legal and valid obligation binding upon such party and enforceable in accordance with its terms; and (iii) this EULA will not conflict with, result in a breach of, or constitute a default under any other agreement to which such party is a party or by which such party is bound.
  - 8.2. Disclaimer of Warranties. THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, FLEXPATENT DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE SOFTWARE, THIS AGREEMENT, THE FLEXPATENT IP, AND ANY THIRD-PARTY SERVICES WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT FLEXPATENT KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE), AND WARRANTIES OF NON-INFRINGEMENT OR CONDITION OF TITLE.
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    - 8.2.2. FLEXPATENT DOES NOT WARRANT, GUARANTEE OR REPRESENT THAT THERE ARE NO VIRUSES OR OTHER HARMFUL COMPONENTS IN ANY OF THE SOFTWARE PROVIDED BY FLEXPATENT OR THAT THE SOFTWARE WILL EMPLOY SUFFICIENT SECURITY METHODS.

- 8.3. Acknowledgement of Risk. YOU ACKNOWLEDGE THAT THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH YOU TO THE MAXIMUM EXTENT PERMITTED BY LAW.
- 8.4. Some jurisdictions do not allow some of the disclaimers of warranty set forth in this Section; thus some of these exclusions may not apply to you.
- 9. Limitation of Liability.
  - 9.1. IN NO EVENT SHALL FLEXPATENT, ITS AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR BUNDLED SOFTWARE PROVIDERS BE LIABLE WHETHER IN CONTRACT, MALPRACTICE, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY OR STRICT LIABILITY OR ANY OTHER THEORY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOSS OF DATA, SERVICE INTERRUPTION, COMPUTER FAILURE OR PECUNIARY LOSS, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING ANY DAMAGES RESULTING THEREFROM, EVEN IF FLEXPATENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL FLEXPATENT LIABILITY TO YOU OR TO ANY THIRD PARTY EXCEED THE AMOUNTS PAID BY YOU TO FLEXPATENT.
  - 9.2. Some jurisdictions do not allow some of the exclusions set forth in this Section; thus, some of these exclusions may not apply to you.
- 10. Consent to Use of Data and Contributions.
  - 10.1. User profile settings and any ideas, suggestions, documents, and/or proposals ("Contributions") communicated to FlexPatent through its suggestion, feedback or contact webpages, via email, by other means of communication, you acknowledge and agree that:
    - 10.1.1. your Contributions do not contain confidential or proprietary information;
    - 10.1.2. FlexPatent is not under any obligation of confidentiality, express or implied, with respect to the Contributions;
    - 10.1.3. FlexPatent is entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide;
    - 10.1.4. FlexPatent may have something similar to the Contributions already under consideration or in development;
    - 10.1.5. your Contributions automatically become the property of FlexPatent without any obligation of FlexPatent to you; and
    - 10.1.6. you are not entitled to any compensation or reimbursement of any kind from FlexPatent under any circumstances.
- 11. Links to Third Party Sites.
  - 11.1. The links provided either through or framed within the Software to any website not operated by FlexPatent or its affiliates are provided as a courtesy only, and the sites they link to are not under the control of FlexPatent.



- 11.2. You agree that FlexPatent is not responsible for the contents of any such linked site or any link contained within a linked site, including any changes or updates to such sites.
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- 12. Disclaimer of Attorney-Client Relationship and Legal Advice.
  - 12.1. You acknowledge and agree that communication of information by, in, to or through the Software and your receipt or use of it (i) is not provided in the course of and does not create or constitute an attorney-client relationship, (ii) is not intended as a solicitation, (iii) is not intended to convey or constitute legal advice, and (iv) is not a substitute for obtaining legal advice from a qualified attorney.
- 13. General Terms and Conditions.
  - 13.1. Electronic Signatures.
    - 13.1.1. You agree to the use of electronic communication in order to enter into contracts, place orders and create other records and to the electronic delivery of notices.
    - 13.1.2. You waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non- electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.
  - 13.2. Investigation and Disclosure to Governmental Authorities.
    - 13.2.1. FlexPatent reserves the right to investigate allegations or occurrences which may involve any violations of the EULA, and may involve, and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations.
    - 13.2.2. You agree that FlexPatent may disclose information provided by you, or about you or your use of Software, in compliance with lawful process, or to comply with law enforcement requests or other legal, governmental or regulatory orders or actions.
  - 13.3. Relationship of Parties. Neither party will, for any purpose, be deemed to be an agent, franchisor, franchise, employee, representative, owner or partner of the other party, and the relationship between the parties will only be that of independent contractors. Neither party will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.
  - 13.4. Force Majeure. FlexPatent shall not be liable under this EULA by reason of any failure or delay in the performance of its obligations in this EULA on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, or any other cause, which is beyond the reasonable control of FlexPatent.

- 13.5. Assignment. Customer may not assign, delegate or transfer (by sale, merger, operation of law or otherwise) this EULA or any right, title, interest or obligation hereunder without the prior written consent of FlexPatent. Any attempted or purported assignment, delegation or transfer in violation of the foregoing will be null and void and without effect. FlexPatent may assign this EULA without Customer's prior written consent. This EULA will be binding and inure to the benefit of such assignees, transferees and other successors in interest of the parties, in the event of an assignment or other transfer made consistent with the provisions of this EULA.
- 13.6. Independent Investigation. You acknowledge that you have read this EULA and agree to all its terms and conditions. You represent and agree that you have independently evaluated the Software and are not relying on any representation, guarantee, or statement other than as set forth in this EULA.
- 13.7. Waiver.
  - 13.7.1. No waiver or consent by any party of or to any breach or default of this EULA by the other party will be effective unless evidenced in writing.
  - 13.7.2. No waiver or consent effectively given as aforesaid will operate as a waiver or consent of or to any other right or other or further breach or default in relation to the same or any other provision of this EULA.
  - 13.7.3. FlexPatent's failure to enforce your strict performance of any provision of this EULA will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this EULA
- 13.8. Notice. Every notice, consent or other communication provided for in this EULA or arising in connection therewith shall be emailed to the parties. Either party may change its email address by giving written notice to the other party to that effect. Every such notice, consent or other communication delivered shall be deemed to have been given and received on the day such communication was delivered and every notice, consent or other communication transmitted by email shall be deemed to have been given and received on the day such communication was transmitted by email, provided however that if such day falls on a weekend or statutory holiday, then the notice, consent or other communication shall be deemed to have been given and received on the next business day following such day.
- 13.9. Survival. Should any term or provision of this EULA be deemed invalid, void or unenforceable either in its entirety or in a particular application, the remainder of this EULA shall remain in full force and effect. Notwithstanding any terms to the contrary in this EULA, this sentence and Sections 4, 5.2, 5.4, 7-13 will survive any termination or expiration of this EULA.
- 13.10. Interpretation. In this EULA, unless there is something in the subject matter or context inconsistent therewith: (a) words, in the singular number include the plural and such words shall be construed as if the plural had been used; (b) words in the plural include the singular and such words shall be construed as if the singular had been used; (c) words importing the use of any gender shall

include all genders where the context or party referred to shall require, and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes had been made; (d) the word "person" and "you" shall include an individual, a trustee, executor, administrator or legal representative, a partnership, an association, a body corporate, a trust, an unincorporated organization and a corporation; and (e) the word "writing" includes e- mail communications.

- 13.11. Language. The original English version of this EULA may have been translated into other languages. In the event of inconsistency or discrepancy between the English version and any other language version of this EULA, the English language version shall prevail.
- 13.12. Governing Law. This EULA shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflict of law rules applicable therein, and shall be treated in all respects as if it was made and entered into in the State of Delaware. The parties to this EULA hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the federal and state courts having jurisdiction over contracts made and entered into and to be performed in the State of Delaware. You agree not to bring claims on a representative, class member basis, or as a private attorney general, and agree not to assert any claims against FlexPatent unless such claims are asserted by you no later than one year following the date that your claim or cause of action arose, at which point said claims are forever barred.
- 13.13. Entire Agreement. This EULA supersedes all prior written and oral representations, arrangements, negotiations, understandings and agreements between the parties relating to the subject matter hereof and sets forth the entire complete and exclusive agreement and understanding between the parties hereto relating to the subject matter hereof.
- 13.14. Changes to EULA. We reserve the right to change this EULA at any time without notice to you by posting changes on [www.flexpatent.com](http://www.flexpatent.com) or by updating the Software to incorporate the new terms of use. You are responsible for regularly reviewing information posted on the Site to obtain timely notice of such changes. Your continued use of the Software after changes are posted constitutes your acceptance of the amended EULA.
- 13.15. Severability. If for any reason a court of competent jurisdiction finds any provision of this EULA, or portion thereof, to be unenforceable, that provision or portion will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this EULA will continue in full force and effect.