



FOSTER PEPPER PLLC

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April 19, 2013

**VIA E-MAIL ONLY**

***Email Address: tarek@referengine.com***

Mr. Tarek Ayna  
Apexa Inc.  
600 Bellevue Avenue E., Unit 202  
Seattle, WA 98102

Re: *Engagement of Foster Pepper PLLC*

Dear Tarek:

We welcome Apexa Inc. ("Apexa") as a client and confirm its engagement of Foster Pepper PLLC. We are grateful for the opportunity to serve you and hope to be able to provide you with the highest-quality and most-efficient legal services. Ultimately, your satisfaction with our services is the key to a successful professional relationship. This should begin with a mutual understanding of expectations regarding services to be performed and requires full and candid communications between us. To that end, attached is our firm's Terms for Engagement of Services. This letter will further set forth terms of our representation regarding the specialized services associated with intellectual property procurement and enforcement. Please let us know promptly if you have questions regarding any aspect of the matters the firm is handling for you.

***Scope of Services.*** Our firm is pleased to represent Apexa regarding patentability analyses, patent protection for your current and future technologies, systems and business processes, trademark protection, review of technology related agreements, strategic intellectual property portfolio counseling and litigation, and any other intellectual property related legal needs you may have. Our services and billing invoices will also include docketing and monitoring various dates as necessary.

In requesting our services you have authorized us to take all actions in connection with those services deemed by us to be reasonable or appropriate. Any expressions on our part concerning the outcome of your legal matters represent our best professional judgment but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

***Work Assignments.*** We will make every effort to provide you with the highest-quality service. While I will have primary responsibility for your legal matters, in the best exercise of my professional judgment I may ask others to assist you in your matters. This decision will be based on the particular expertise of the attorney or legal assistant, the time frame within which your

work must be completed, and general efficiency of work. I will continue to be responsible to you for the entire assignment and will be available to discuss the use of other personnel with you. It is our practice to assign tasks among lawyers, patent agents, paralegals, law clerks and document clerks in such a way as to produce the highest quality of work at reasonable expense to you. If at any time you have questions or concerns in this regard, please contact us at once.

***Client.*** Please note that we are undertaking to represent the legal entity Apexa. We are not undertaking to represent any of Apexa's founders, officers, directors, employees, contractors or inventors. While we will work closely with inventors or other employees, in order to maximize the value of the entity to its owners, we will ordinarily expect and require that they will be assigning or licensing their rights in any of Apexa's related inventions or other intellectual property to our client Apexa, unless our client expressly directs us in writing to the contrary. While the interests of such individuals and those of Apexa's will often be substantially aligned (especially so long as it is a closely-held entity), please note that we do not represent their or your individual interests, and that they and you have the right to obtain independent counsel.

***Fees and Costs.*** Unless we reach specific flat fee or project billing arrangements, our invoices are generally based on current hourly billing rates of the attorneys and legal assistants who handle your matters. We may, however, adjust the charge upward or downward based on other factors such as the novelty or complexity of the issues and problems encountered, the extent of the responsibility involved, the results achieved, the efficiency of our work, whether the work was requested on an expedited basis or on short notice, the customary fees for similar legal services, and other factors that will enable us to arrive at a fair fee. Our current regular hourly rates range from \$725 to \$215 per hour for attorneys and patent agents, and from \$175 to \$125 for paralegals. These rates may change from time to time due to inflation and other factors. Please contact us promptly if you have any questions about an invoice. Upon your request, we will provide estimates or flat fees for specific tasks when reasonably feasible.

***Rush Charges.*** Intellectual property practice is very time-sensitive and deadline-driven. Part of our service to you is to continuously monitor these deadlines, and whenever possible in your specific situation, to provide you ample advance notice of these deadlines. Because it ordinarily leads to the best possible service for you, and because we value our personal time, we strongly prefer to work on a non-rush basis. Therefore, we ordinarily impose rush charges on all work that, through no fault of ours, but as may be required to protect your rights, must be performed within two weeks of your commissioning the work.

***Retainer.*** Before proceeding with your work, we request a retainer in the amount of \$1,000. This amount represents a portion of our anticipated costs in performing the intellectual property legal work you are requesting. Please note that we may likewise in the future request a retainer to cover anticipated costs in performing the intellectual property legal work you require. In such case, we will ordinarily require additional funds to be placed in trust to continue work once the retainer amount has been expended.

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Please sign and date a copy of this letter and provide it to us to acknowledge receipt and acceptance of the above and attached terms of representation. Please retain a copy of the signed letter for your files. Again, we are pleased to represent you and look forward to working with you on your legal matters.

Sincerely,

/P. G. Scott Born/

P. G. Scott Born

PGSB:mmw

Enclosure

Terms for Engagement of Services

I understand and accept the terms contained herein:

  
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Tarek Ayna  
APEXA INC.

Dated: April 19, 2013