

**SAPIENZA UNIVERSITA' DI ROMA**  
Area supporto alla Ricerca  
e Trasferimento Tecnologico - ASuRTT  
Ufficio Valorizzazione e Trasferimento Tecnologico  
Settore Brevetti e Trasferimento Tecnologico  
Il Capo del Settore  
Dott.ssa Paola Ciferri

ASuRTT



IP Management made easier.

IPfolio Corporation  
2600 Tenth St Ste. 622  
Berkeley, CA 94710, USA

+1-510-982-1421  
www.ipfolio.com  
info@ipfolio.com

Università degli Studi di Roma "La Sapienza"  
Piazzale Aldo Moro 5  
00185 Roma  
ITALY

December 4, 2017

**Proposal for Implementing IPfolio**

Dear Madam or Sir:

Thank you for your interest in IPfolio for your institution.

**IPfolio** is a cloud-based IP Portfolio Management system, built on the Force.com platform for maximum reliability, scalability, security, and performance. Our company is a spinoff of **Unycom**, the leading European vendor of Enterprise IP Management Systems used by Europe's largest patent-filing companies.

We have created IPfolio for companies and universities that outsource most IP prosecution work to law firms and focus their in-house efforts on managing the portfolio. In contrast to legal docketing systems, IPfolio's strengths are in the business-related areas, such as mapping inventions to the company's technology fields and products, managing decisions and budgets, keeping track of relevant third party IP, tracking contracts, and providing business insight through reports and dashboards.

Due to the flexibility of the underlying platform, IPfolio makes it very easy to fully customize your system. Typical examples include custom scorecards for evaluating inventions, custom business unit or technology categorizations, custom workflows, and custom objects, e.g. for litigation files and risk assessment projects.

Unlike many docketing systems, IPfolio has document management (including full-text search across all documents) and email capability integrated and can therefore act as a central hub for all information and communication around your IP activities.

On the market since April 2012 after several years of conception and development, IPfolio as of today has more than 130 customers in 20 countries, and is growing fast. With a dedicated team, we are pursuing the vision of making sophisticated IP Management tools available to a broad, worldwide audience of small to mid-sized IP teams.

**SAPIENZA UNIVERSITA' DI ROMA**  
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I take the liberty to include a few recent endorsements from IPfolio customers:

**“Affordable, full IP Management for TTO environments”**

As a Technology Transfer Office for two major knowledge institutes in the public arena (University and Medical Center) we required an affordable, flexible and easy to use IP management system to administer our patent portfolios. With IPfolio we found just that and even more. In fact we now have a tool that allows us to manage the full range from invention disclosures, patents to licenses, contracts and post-deal management. Everything from an intuitive web-based environment, meaning we can access IP details from any site, being very convenient when serving and operating on a large University campus.

Furthermore, the IPfolio team gives great support with flexibility and custom solutions for any issues that might arise. Until now there is nothing that could not be solved or customized with a blink of the eye. Highly recommended.

★★★★★ out of 5 from Bas Nagelkerken, **Utrecht Holdings, Netherlands** – Dec 2012

**“An effective tool for distributed patent portfolios”**

The strength of IPfolio is that it can provide visibility into large patent portfolios spread across multiple firms. It has significantly reduced our administrative burden related to docketing communications and instructions. The reporting tools are effective and highly customizable.

★★★★★ out of 5 from Kevin McLintock, **Logitech Inc., USA** – September 2012

**“Intuitive and easy to use IP Management Tool”**

We have been using IPfolio since late 2012 and there clearly has been a before and after in the way we handle IP within our organization. IPfolio enabled us to centralize the entire IP Management Process in one place, having all the information available whenever and wherever needed. The support we received from Rupert and his team during implementation was second to none. Absolutely recommendable!

★★★★★ out of 5 from Rüdiger Schmidt, **IK4 Tekniker, Spain** – May 2013

**“The missing link for in house IP managers”**

IPfolio is an invaluable tool for in-house IP managers to organize their patent portfolios and workflow. It allows me to easily track all aspects of patent prosecution from invention to expiration as well as follow expenses, maintain patent to product relationships, and quickly generate graphs and reports to illustrate our IP activity. The platform's customizability further enhances its value. The company has been very responsive and easy to work with.

★★★★★ out of 5 from Allison Ferro, **Carl Zeiss Meditec Inc., USA** – October 2012

These and more reviews are published at  
<http://appexchange.salesforce.com/listingDetail?listingId=a0N300000059dzREQ&tab=r>

Based on the information you have provided and on our list prices, we are pleased to offer you a subscription to IPfolio as follows:

**1. Annual Subscription**

- 4 Manager accounts with full access rights € 7 152,00

**Total per year € 7 152,00**

**2. One-time Implementation Services**

- Data migration from existing in-house data sources:  
spreadsheets
- Customization on fields as required to accommodate existing  
data

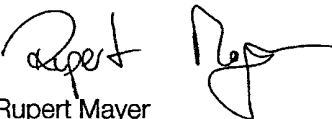
1 day x € 1 250

**Total one-time services € 2 500,00**

All prices are quoted in Euros.

We are looking forward to working with you!

Very truly yours,

  
Rupert Mayer  
CEO

# Service Order

PLEASE SIGN AND FAX TO +1-800-576-1801  
or scan and email to orders@ipfolio.com

I hereby authorize a subscription to IPfolio starting on \_\_\_\_\_ 1, 2017,  
according to the proposal above.

I accept the IPfolio Terms and Conditions and the Salesforce.com Platform  
Terms of Use.

A purchase order (PO) is either attached with this service order, or my company  
will accept IPfolio Corporation's invoice without requiring a PO.

COMPANY NAME:

ADDRESS:

REPRESENTED BY:

EMAIL ADDRESS:

TITLE:

PHONE:

AUTHORIZED SIGNATURE

DATE

## IPfolio Terms and Conditions

### 1. Definitions

"IPfolio" means IPfolio Corporation's intellectual property management software.

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity. "Your Data" means all electronic data or information submitted by You to IPfolio.

"Users" means Your employees, representatives, consultants, contractors or agents who are authorized by You to use IPfolio, for whom subscriptions to IPfolio have been purchased, and who have been supplied user identifications and passwords by You (or by Us at Your request).

"We," "Us" or "Our" means IPfolio Corporation.

### 2. PROVISION OF IPfolio

2.1. User Subscriptions. Unless otherwise specified in the applicable order form, (i) IPfolio is purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the subscription term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions.

### 3. USE OF IPfolio

3.1 Our Responsibilities. We shall: (i) provide basic support for IPfolio at no additional charge, (ii) use commercially reasonable efforts to make IPfolio available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours notice via IPfolio and which We shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Pacific time Friday to 3:00 a.m. Pacific time Monday), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), or Internet service provider failures or delays, and (iii) provide IPfolio only in accordance with applicable laws and government regulations.

3.2. Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of IPfolio, and notify Us promptly of any such unauthorized access or use, and (iv) use IPfolio only in accordance with applicable laws and government regulations. You shall not (a) make IPfolio available to anyone other than Users, (b) sell, resell, rent or lease IPfolio, (c) use IPfolio to store or transmit libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use IPfolio to store or transmit malicious code, (e) interfere with or disrupt the integrity or performance of IPfolio or third-party data contained therein, or (f) attempt to gain unauthorized access to IPfolio or related systems or networks.

### 4. FEES AND PAYMENT

4.1. User Fees. You shall pay all fees specified in all order

forms hereunder. Except as otherwise specified herein or in an order form, (i) fees are quoted and payable in United States dollars, (ii) fees are based on services purchased and not actual usage, (iii) payment obligations are non-cancellable and fees paid are non-refundable, and (iv) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the order form. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for User subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term.

4.2. Invoicing and Payment. You will provide Us with a valid purchase order or alternative document reasonably acceptable to Us. We will invoice You in advance or otherwise in accordance with the relevant order form. Unless otherwise stated in the order form, invoiced charges are due net 30 days from the invoice date. You are responsible for maintaining complete and accurate billing and contact information.

4.3. Overdue Charges. If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at the rate of 1% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and services on payment terms shorter than those specified in Section 4.2 (Invoicing and Payment).

4.4. Suspension of Service. If any amount owing by You under this or any other agreement is 30 or more days overdue, We may, after sending You at least one payment reminder, suspend our services to You until such amounts are paid in full.

4.5. Payment Disputes. We shall not exercise Our rights under Section 4.3 (Overdue Charges) or 6.4 (Suspension of Service and Acceleration) if the applicable charges are under reasonable and good-faith dispute and You are cooperating diligently to resolve the dispute.

4.6. Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

### 5. PROPRIETARY RIGHTS

5.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to IPfolio, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

5.2. Restrictions. You shall not (i) reverse engineer IPfolio, or (ii) access IPfolio in order to (a) build a competitive product or

service, or (b) copy any features, functions or graphics of IPfolio. You may not access IPfolio if Your primary or secondary business is the provision or distribution of intellectual property management software or services, except with Our prior written consent. In addition, You may not access IPfolio for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

5.3. Ownership of Your Data. You exclusively own all rights, title and interest in and to all of Your Data.

5.4. Suggestions. We shall have a royalty-free, worldwide, transferable, sub-licenseable, irrevocable, perpetual license to use or incorporate into IPfolio any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, directly relating to the operation of IPfolio.

## 6. CONFIDENTIALITY

6.1. Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the technology and technical information of IPfolio; and Confidential Information of each party shall include the terms and conditions of this Agreement and all order forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without use of the other party's Confidential Information.

6.2. Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing confidentiality protections no less stringent than those herein.

6.3. Protection of Your Data. Without limiting the above, We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 6.4 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide IPfolio or prevent or address service or

technical problems, or at Your request in connection with customer support matters.

6.4. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

6.5. Agreed Disclosure. You agree to allow Us to reference You as a customer using Our technology on Our website and in print copy or marketing collateral. You will provide Us with an approved company logo that We may publish on Our website and/or marketing collateral to communicate such relationship. You may request that We remove any such references at any time.

## 7. WARRANTIES AND DISCLAIMERS

7.1. Our Warranties. We warrant that (i) IPfolio shall perform materially in accordance with the promotional and educational materials disseminated by Us, and the functionality of IPfolio will not be materially decreased during a subscription term. For any breach of either such warranty, Your exclusive remedy shall be as provided in Section 9.3 (Termination for Cause) and Section 9.4 (Refund or Payment upon Termination) below.

7.2. Mutual Warranties. Each party represents and warrants that (i) it has the legal power to enter into this Agreement, and (ii) it will not intentionally transmit to the other party any Malicious Code.

7.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## 8. LIMITATION OF LIABILITY

8.1. Limitation of Liability. EXCEPT IN RELATION TO AN INTENTIONAL BREACH OF SECTION 6 OR A BREACH CAUSED BY FRAUD, GROSS NEGLIGENCE, OR WILLFUL OR RECKLESS MISCONDUCT BY US, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE LESSER OF \$50,000 OR THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 4 (FEES AND PAYMENT).

8.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR

FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE

DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

#### 9. TERM AND TERMINATION

9.1. Term of Agreement. This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated. If You choose to cancel your subscription during a free evaluation period, this Agreement will terminate at the end of the free evaluation period.

9.2. Term of User Subscriptions. User subscriptions purchased by You commence on the start date specified in the applicable order form and continue for the subscription term specified therein. The subscription term is 12 months unless otherwise specified in Your order. Except as otherwise specified in the applicable order form, all user subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 60 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

9.3. Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

9.4. Refund or Payment upon Termination. Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all order forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

9.5. Return of Your Data. You may, at anytime download your data using the Export Data function of the system. We shall have no obligation to maintain or provide any of Your Data for more than 30 days after the effective date of termination of an IPfolio subscription, and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

#### 10. GOVERNING LAW AND JURISDICTION

10.1. Agreement to Governing Law and Jurisdiction. Each party agrees to the governing law of California and controlling United States federal law without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the courts of San Francisco, California, USA.

10.2. Waiver of Jury Trial. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

#### 11. GENERAL PROVISIONS

11.1. Export Compliance. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using IPfolio. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) You shall not permit Users to access or use IPfolio in violation of any U.S. export embargo, prohibition or restriction.

11.2. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

11.3. Entire Agreement. This Agreement, including all exhibits and addenda hereto and all order forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

## Salesforce.com Platform Terms of Use for IPfolio

"AppExchange" means the online directory of on-demand applications that work with the Service, located at <http://www.appexchange.com> or at any successor websites.

"Platform" means the online, Web-based platform service provided by SFDC to IPfolio Corporation in connection with IPfolio Corporation's provision of IPfolio to You.

"SFDC Service" means the online, Web-based application and platform service generally made available to the public via <http://www.salesforce.com> and/or other designated websites, including associated offline components but excluding AppExchange applications.

"SFDC" means salesforce.com.

"Users" means Your employees, representatives, consultants, contractors or agents who are authorized to use the Service subject to the terms of this SFDC Service Agreement as a result of a subscription to IPfolio having been purchased for such User, and have been supplied user identifications and passwords by You (or by Salesforce.com or IPfolio Corporation at Your request).

"You" and "Your" means the customer entity which has contracted to purchase subscriptions to use IPfolio subject to the conditions of this SFDC Service Agreement, together with any other terms required by IPfolio Corporation.

"Your Data" means all electronic data or information submitted by You as and to the extent it resides in the Service.

### 1. Use of Service.

(a) Each User subscription to IPfolio shall entitle one User to use the Service via IPfolio, subject to the terms of this SFDC Service Agreement, together with any other terms required by IPfolio Corporation. User subscriptions cannot be shared or used by more than one User (but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment with You or otherwise changed job status or function and no longer require use of the Service). For clarity, Your subscription to use the Platform hereunder does not include a subscription to use the SFDC Service or to use it in connection with applications other than IPfolio. If You wish to use the SFDC Service or any of its functionalities or services, to use another application other than IPfolio, or to create or use additional custom objects beyond those which appear in IPfolio in the form that it has been provided to You by IPfolio Corporation, visit [www.salesforce.com](http://www.salesforce.com) to contract directly with SFDC for such services. In the event Your access to IPfolio provides You with access to the SFDC Service generally or access to any SFDC Service functionality within it that is in excess to the functionality described in IPfolio's user guide, and You have not separately subscribed under a written contract with SFDC for such access, then You agree to not access and use such functionality, and You agree that Your use of such functionality, Your use of applications other than IPfolio, or Your creation or use of additional custom objects in IPfolio beyond that which appears in IPfolio in the form that it has been provided to You by IPfolio Corporation, would be a material breach of this Agreement.

(b) Notwithstanding any access You may have to the Platform or the SFDC Service via IPfolio, IPfolio Corporation is the sole provider of IPfolio and You are entering into a contractual relationship solely with IPfolio Corporation. In the event that IPfolio Corporation ceases operations or otherwise ceases or fails to provide IPfolio, SFDC has no obligation to provide IPfolio or to refund You any fees paid by You to IPfolio Corporation.

(c) You (i) are responsible for all activities occurring under Your User accounts; (ii) are responsible for the content of all Your Data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform and the SFDC Service, and shall notify IPfolio Corporation or Salesforce.com promptly of any such unauthorized use You become aware of; and (iv) shall comply with all applicable local, state, federal and foreign laws and regulations in using the Platform and the SFDC Service.

(d) You shall use the Platform and the SFDC Service solely for Your internal business purposes and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Platform or the SFDC Service available to any third party, other than to Users or as otherwise contemplated by this SFDC Service Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Platform or the SFDC Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Platform or the SFDC Service or its related systems or networks.

(e) You shall not (i) modify, copy or create derivative works based on the Platform or the SFDC Service; (ii) frame or mirror any content forming part of the Platform or the SFDC Service, other than on Your own intranets or otherwise for Your own internal business purposes; (iii) reverse engineer the Platform or the SFDC Service; or (iv) access the Platform or the SFDC Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Platform or the SFDC Service.

2. Third-Party Providers. IPfolio Corporation and other third-party providers, some of which may be listed on pages within SFDC's website and including providers of AppExchange applications, offer products and services related to the Platform, the SFDC Service, and/or IPfolio, including implementation, customization and other consulting services related to customers' use of the Platform and/or the SFDC Service, and applications (both offline and online) that interoperate with the Platform, SFDC Service, and/or IPfolio, such as by exchanging data with the Platform, the SFDC Service, and/or IPfolio, or by offering additional functionality within the user interface of the Platform, the SFDC Service, and/or IPfolio through use of the Platform and/or SFDC Service's application programming interface. SFDC does not warrant any such third-party providers or any of their products or services, including but not limited to IPfolio or any other product or service of IPfolio Corporation, whether or not such



products or services are designated by SFDC as "certified," "validated" or otherwise. Any exchange of data or other interaction between You and a third-party provider, including but not limited to IPfolio, and any purchase by You of any product or service offered by such third-party provider, including but not limited to IPfolio is solely between You and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Platform or SFDC Service) may be offered by SFDC or IPfolio Corporation to You, for an additional fee, on a pass-through or OEM basis pursuant to terms specified by the licensor and agreed to by You in connection with a separate purchase by You of such additional functionality. Your use of any such additional functionality shall be governed by such terms, which shall prevail in the event of any inconsistency with the terms of this SFDC Service Agreement.

3. Proprietary Rights. Subject to the limited rights expressly granted hereunder, SFDC reserves all rights, title and interest in and to the Platform and the SFDC Service, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth in this SFDC Service Agreement. The Platform and the SFDC Service is deemed SFDC confidential information, and You will not use it or disclose it to any third party except as permitted in this SFDC Service Agreement.

4. Compelled Disclosure. If either You or SFDC is compelled by law to disclose confidential information of the other party, it shall provide the other party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

5. Suggestions. You agree that SFDC shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into any SFDC products or services any suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users relating to the operation of the Platform and/or the SFDC Service.

6. Termination. Your use of the Platform and the SFDC Service may be immediately terminated and/or suspended upon notice due to (a) a breach of the terms of this SFDC Service Agreement by You or any User, (b) the termination or expiration of IPfolio Corporation's agreement with SFDC pursuant to which IPfolio Corporation is providing the Platform as part of IPfolio to You, and/or (c) a breach by IPfolio Corporation of its obligations to SFDC with respect to the subscriptions it is providing to You in connection with this SFDC Service Agreement.

7. Subscriptions Non-Cancelable. Subscriptions for the Platform and the SFDC Service are non-cancelable during a subscription term, unless otherwise specified in Your agreement with IPfolio Corporation.

8. Data Storage. The Platform and SFDC Service include a certain cumulative amount of storage for no additional charge based on the aggregate number of User subscriptions You maintain. Contact IPfolio Corporation for additional information. Additional storage may be available for purchase from IPfolio Corporation.

9. No Warranty. SALESFORCE.COM MAKES NO WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WITH RESPECT TO THE PLATFORM, THE SFDC SERVICE, AND/OR IPFOLIO, WHETHER EXPRESS, IMPLIED,

STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SALESFORCE.COM DISCLAIMS ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO IPFOLIO AND THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

10. No Liability. IN NO EVENT SHALL SFDC HAVE ANY LIABILITY TO YOU OR ANY USER FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Further Contact. SFDC may contact You regarding new SFDC service features and offerings.

13. Third Party Beneficiary. SFDC shall be a third party beneficiary to the agreement between You and IPfolio Corporation solely as it relates to this SFDC Service Agreement.

## IPfolio Content Usage Agreement

Depending on the scope of your subscription, Users may have access to certain data, hereinafter referred to as "IPfolio-provided Content", and periodic updates thereto, through their use of IPfolio, including but not limited to

- Public IP information, acquired from publicly available sources, such as the Open Patent Service (OPS) made available by the European Patent Office for accessing its global patent publication database;
- Private information, acquired from other sources or online services, with your permission and on your behalf, and enhanced in the process;
- Specifically, data downloaded with your permission and on your behalf from the USPTO's Private PAIR online service, processed and enriched by our subcontractor, Twin Dolphin Software ("TDS"), based in San Mateo, California.

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