

**General Terms & Conditions Of Use for Reed Tech™ Patent Advisor Services™ & Other Reed Tech Services As Identified In An Order****TERMS & CONDITIONS FOR USE – (CANADA) Effective February 7, 2020**

The terms and conditions listed below govern the use of the Reed Tech Patent Advisor Services (“Patent Advisor”) and other Reed Tech Services (“Other Services”) identified in an Order (collectively the “Services”). Unless specifically noted in an Order, Sections 1, 2, 15 and 18 will not apply to the Other Services. The terms “you” and “your” in uppercase or lowercase shall mean the entity (e.g., company, corporation, partnership, sole proprietor, etc.) or government agency entering into an Agreement with Reed Technology and Information Services Inc. via its affiliate organization, LexisNexis Canada Inc. (“Reed Tech”). The “Agreement” shall consist of these General Terms and Conditions and the Order. The “Order” will set forth the particular Services, term and prices associated with those Services. This Agreement sets forth the terms and conditions under which Reed Tech provides you access to the Services. By using the Services, you agree to be bound by this Agreement.

**1. Services.** Reed Tech markets an online database that can be used, among other items, to analyze the behavior of the USPTO including its patent examiners and art units; and also assess patent analytics across a number of varied metrics, known as the “*Reed Tech Patent Advisor*™” system. Reed Tech provides the patent reporting services through Internet access and the use of such Services by you through an account (“Account”).

The Services, which depending upon the Services selected and as will also be described in an applicable Order, consist of a database of patent examiner office actions generated during patent prosecution that can be used for patent analysis and reporting. Some Services can be accessed online through a web portal (the “Site”) and includes “Patent Advisor Materials”, meaning information generated out of the Patent Advisor database in a reporting format. Reed Tech agrees to provide access to the Services through your Account. You acknowledge that the Services are, as between the parties, proprietary to Reed Tech and its licensor and are protected by intellectual property laws and other laws.

**2. Grant of Rights and Limitations.**

**2.1** You and your Authorized Users (defined below) are granted a nonexclusive, nontransferable, limited right to access and use Services made available to you for your internal business purposes. The rights granted to each Authorized User are as follows:

- (a) The right to electronically display materials retrieved from the Services for the Authorized User’s individual use (e.g., no Authorized User may network others via LANs, WANs, intranets or the Internet).
- (b) You may not exploit the goodwill of Reed Tech, including its trademarks, service marks, or logos without the express written consent of Reed Tech. Additionally, under no circumstances may you or any Authorized User offer any part of the Services for commercial resale or commercial redistribution in any medium or use the Services to compete with the business of Reed Tech.
- (c) Notwithstanding anything to the contrary herein, you have the right to (i) excerpt or quote insubstantial portions of materials from the Service in documents prepared in the ordinary course of your business to the extent permitted by applicable copyright law; and (ii) distribute a print-out to

persons who may not be Authorized Users but for which you have a privileged relationship and as permitted by applicable copyright law.

(d) All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Services in any medium belongs to Reed Tech, its licensor or its third party suppliers of materials. Neither you nor your Authorized Users acquire any proprietary interest in the Services, materials, or copies thereof, except the limited rights granted herein.

(e) Neither you nor your Authorized Users may use the Services in any fashion that infringes the intellectual property rights or proprietary interests of Reed Tech or any third party. Your use of the Services must comply with all applicable laws, rules or regulations.

(f) Neither you nor your Authorized Users may remove or obscure the copyright notice or other notices contained in Services and materials.

(g) The Services and feature functionality within the Services may be enhanced, added to, withdrawn, or otherwise changed by Reed Tech without notice.

(h) You shall not (and shall not assist any third party to) and shall ensure that Authorized Users shall not: (i) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or derive any source code (or underlying ideas, algorithms, structure or organization) from the Services or any software associated therewith (ii) copy, lease, sell, redistribute, sublicense or otherwise commercialize the materials from Services; (iii) distribute, disclose or allow use of any software, Services or materials of either in any format through any timesharing device, service bureau, network or by any other means, to or by any third party; or (iv) modify or create a derivative work of the software, Services, materials of either, or any portion thereof.

The term "Authorized User" means your employees, temporary employees, students, partners/members, and contractors dedicated to performing work exclusively for you (to the extent those categories of persons are appropriate to your situation) are eligible to access and use the Services. Without limitation, external professional service providers such as attorneys, accountants, outsourcers and public relations firms are specifically excluded from being Authorized Users. You agree that each Reed Tech ID may only be used by the Authorized User to whom Reed Tech assigns it and that the Reed Tech ID may not be shared with or used by any other person, including other Authorized Users. You will manage your roster of Authorized Users and will promptly notify Reed Tech to deactivate an Authorized User's Reed Tech ID if the Authorized User is no longer an Eligible Person or you otherwise wish to terminate the Authorized User's access to the Services. You are responsible for all use of the Services accessed with Reed Tech IDs issued to your Authorized Users, including associated charges, whether by Authorized Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Reed Tech IDs assigned to your Authorized Users and will promptly notify Reed Tech, in writing, if you suspect that a Reed Tech ID is lost, stolen, compromised, or misused.

### 3. Term.

**3.1** Reed Tech may temporarily suspend or discontinue providing access to the Services to any or all Authorized Users in breach of this Agreement without notice and Reed Tech may pursue any other legal remedies available to it. The term of Your Services is set forth in the applicable Order; however and notwithstanding the aforementioned Reed Tech may terminate this Agreement and any Order for convenience upon 90 days prior notice to you.

**3.2** Your Account may be terminated at any time that you fail or decline to pay for any Services.

**4. Accessibility.** From time to time the Services may be temporarily unavailable due to (i) scheduled maintenance procedures or repairs; or (ii) other causes beyond Reed Tech's control. Reed Tech excludes all liability arising from such unavailability.

**5. System Maintenance.** Reed Tech will use its reasonable efforts to provide the access the Services twenty-four (24) hours a day, seven (7) days a week (excluding Scheduled Maintenance) throughout any Service Term. "**Scheduled Maintenance**" means periodic maintenance procedures or making updates or upgrades to the Service that requires that the Service be temporarily unavailable for use. Reed Tech or its licensor shall provide at least twenty-four (24) hours' notice of any Scheduled Maintenance period by posting such notice to the sign-in screen. Reed Tech will use its reasonable efforts (meeting applicable industry standards) to minimize any disruption, inaccessibility and/or inoperability of the Reed Tech Service due to hostile network attacks, network congestion. Notwithstanding, in no event shall Reed Tech be responsible or liable for any Service unavailability resulting from causes beyond its reasonable control, including but not limited to third-party interference or interruption or failure of telecommunication or digital transmission links.

**6. Support.** Reed Tech will provide support, by telephone or e-mail, to you during scheduled support time from 8:00 AM to 5:00 PM EST Monday through Friday, excluding US public holidays, during any Service Term. If Reed Tech discovers or is notified by you of the inaccessibility of the Service, Reed Tech will take such reasonable action necessary to determine the source of the problem. If the source of the problem is outside of the control of Reed Tech, then Reed Tech will use its reasonable efforts to notify the party(ies) responsible and cooperate with such party(ies) to resolve the problem as soon as possible (save where such party(ies) are your suppliers or providers).

**7. Equipment/Internet Access.** You shall be solely responsible for providing, maintaining and ensuring compatibility with the Services, any hardware or software required for your use of the Services, including without limitation, telecommunications and Internet service provider access, connections, links, web browsers or other equipment, programs and services required to access the Internet to use the Services.

**8. Supplier Limitation.** You agree that the Services are proprietary to Reed Tech and its licensor and nothing in this Agreement shall be deemed or construed as transferring any right, title or interests in the Services to you. Access to the Services may include hardware, software elements and other proprietary materials from third parties that may be subject to license restrictions. Such restrictions may be available on the "about" screen of the Service.

**9. Service Availability.** The Services may not be available in all areas and are subject to applicable laws and regulations.

**10. Representation and Warranties.** You represent and warrant that: (i) you shall comply with all applicable laws related to your performance under this Agreement including but not limited to privacy and anti-spam; and (ii) you shall comply with the terms and this Agreement.

**11. DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SITE, SERVICES AND ANY CONTENT INFORMATION CONTAINED ON OR PROVIDED THROUGH THE SITE OR SERVICES ARE PROVIDED ON AN "AS IS" BASIS. ANY ACCESS TO THE SITE AND/OR SERVICES IS VOLUNTARY. REED TECH WILL REGARD ALL ACCESS AS VOLUNTARY AND AT

YOUR SOLE RISK. THE SERVICE PUBLISHES GENERAL INFORMATION ON PATENT ISSUES. NONE OF THE INFORMATION CONTAINED ON THE SITE OR IN THE SERVICES OR ANY SEARCH RESULTS IS LEGAL ADVICE. NO WARRANTY IS MADE REGARDING THE PROSECUTION STRATEGIES UTILIZED IN RELIANCE OF THE INFORMATION OBTAINED THROUGH THE SERVICE.

Although Reed Tech shall use reasonable efforts to ensure that the information on the site and in the Services documents is accurate, it is not guaranteed to be correct, complete or up-to-date.

**12. Limitations of Liability Limited Warranty.** IN NO EVENT SHALL REED TECH OR ITS LICENSORS, SUPPLIERS OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES. FURTHER REED TECH OR ITS LICENSORS, SUPPLIERS OR AGENTS SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO ANY ARISING OUT OF INTELLECTUAL PROPERTY INFRINGEMENT), RESULTING FROM ANY LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, BUSINESS INTERRUPTION, LITIGATION, OR ANY OTHER PECUNIARY LOSS. IN EACH CASE, THE EXCLUSIONS ABOVE SHALL APPLY WHETHER SUCH LOSSES ARISE FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THIS SITE OR SERVICE, WITH THE DELAY OR INABILITY TO USE THIS SITE OR SERVICES, OR WITH THE PROVISION OF OR FAILURE TO MAKE AVAILABLE ANY CONTENT CONTAINED ON OR PROVIDED THROUGH THE SITE OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY DIRECT DAMAGES ARE CAPPED AT THE TOTAL AMOUNT YOU HAVE PAID FOR THE SERVICES.

**13. Charges and Fees.** You are responsible for paying the fees associated with the Account. All Service Fees are exclusive of sales and other taxes and you are responsible for payment of any applicable federal, state, local and city taxes, including late fees and/or collection costs.

**14. Credit Card Payments.** By entering into this Agreement, if you have elected to pay for Services fees by credit card either through Reed Tech' eCommerce Site or its authorized third party payment processor, you are responsible for providing a valid credit card number at the time you register to pay for such Services by credit card. You represent and warrant that you are an authorized user of the credit card number provided, and you agree to pay all charges resulting from your account for the Services ordered at the fees then in effect, including any unauthorized charges incurred prior to your notice to Reed Tech of such charges. You agree that Reed Tech will collect your entered name, phone number and email address in order to properly deliver ordered products. Reed Tech does not collect or store credit card or payment information. You will be directed to our designated payment processor(s) secure site to enter and process your payment for the products and services.

**15. Passwords/Security.** You shall be solely responsible for the security, confidentiality and integrity of all messages and the content that you receive, transmit or store via the Service. You are responsible for taking all reasonable steps to ensure that only Authorized Users shall have access to your Account or password.

**16. Indemnification.** You shall indemnify, defend and hold harmless Reed Tech, its affiliates, partners, officers, employees, directors, suppliers, agents, contractors, representatives, successors and assigns from and against any liability, loss, claim, action, demand, and expense (including reasonable attorneys' fees) (collectively "Claims") arising out of or resulting from, or alleged to result from your violation of this Agreement. You will defend and settle such Claims at its expense and will pay all costs and damages that may be awarded against Reed Tech, its affiliates, partners, officers,

employees, directors, agents, contractors, representatives, successors and assigns incurred and resulting therefrom.

**17. Governing Law/Jurisdiction.** This Agreement and the resolution of any dispute related to the terms of this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, without giving effect to its principles of conflicts of law.

**18. Changes to the Site or Services.** Although content contained on or provided through the Site or Services may be updated from time-to-time, Reed Tech and its licensors shall have no obligation to do so. Reed Tech or its licensor may also make improvements and/or changes in the Services. These terms and conditions may be changed from time to time as described below or by written agreement. Charges and payment terms may be changed in accordance with the terms of your applicable Order; all other provisions may be changed by Reed Tech immediately upon notice to you. If any changes are made to this Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or our Authorized Users but will apply to all similarly situated Reed Tech customers using the Online Services. You may terminate this Agreement upon written notice to Reed Tech if any change to these terms and conditions is unacceptable to you. For termination to be effective under this Section written notice of termination must be provided to Reed Tech within 90 days of the effective date of the change. Continued use of the Services following the effective date of any change constitutes acceptance of the change but does not affect the foregoing termination right. Except as provided above, this Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this Agreement may not be supplemented, modified or otherwise revised by email exchange even if the email contains a printed name or signature line bearing signature-like font.

**19. Notices.** All notices and other communications hereunder shall be in writing or displayed electronically in the Services by Reed Tech. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Services; or on the date received, if delivered in any other manner. Legal notices to Reed Tech should be sent to: LexisNexis, Attn: Chief Legal Officer, 9443 Springboro Pike, Miamisburg, OH 45342

**20. Waiver.** A party's failure to insist upon strict enforcement of any provision(s) of these terms and conditions shall not be construed as a waiver of any provision or right.

**21. Assignment.** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party; provided however, either party may assign this Agreement to any successor to all or substantially all of the business to which this Agreement relates, upon notice to the other party (save where such successor of your business is a competitor of Reed Tech, its affiliates or its licensors).

**22. Severability.** Should any provision of this Agreement be held invalid or unenforceable, such invalidity will not invalidate the whole of this Agreement, but rather that invalid provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force and effect.

**23. Third Party Beneficiaries.** Nothing in this Agreement is intended to, or shall, create any third-party beneficiaries, whether intended or incidental, and neither Party shall make any representations to any person to the contrary.



**24. Data Protection and Compliance.** The ability of Reed Tech to provide Services is regulated by a variety of privacy, data protection, and other laws in a variety of jurisdictions (“Data Laws”) and by the licenses under which it obtains materials, content and the Services (“Licenses”). You acknowledge that LexisNexis will perform a due diligence review of your account upon registration and that the due diligence review will be heightened if you desire to access sensitive, non-public materials. You also acknowledge that Reed Tech will perform periodic reviews of you and your Authorized Users’ use of Services subject to Data Laws or Licenses (“Regulated Data”) in order to comply with Data Laws and license restrictions, and that the review may include asking you or your Authorized Users to verify that use of Regulated Data was for a permissible purpose. You and your Authorized Users will cooperate with Reed Tech in any such due diligence or regulatory review and will promptly produce all relevant records and documentation and other assistance reasonably requested by Reed Tech to enable Reed Tech to fulfill its obligations under Data Laws and Licenses. All reviews will be at the expense of Reed Tech. If there is any failure to cooperate with Reed Tech, or if any review reveals the lack of a permissible purpose to access Regulated Data, Reed Tech may deny access to the Services. Reed Tech will be under no obligation to reduce the fees payable by you to the extent that it is unable to provide Regulated Data to you based solely on your non-cooperation. You will comply with all applicable laws and regulations in supplying any personal data to Reed Tech, including providing any required notices and obtaining any required consents, permissions and authorizations for Reed Tech processing such personal data. If and to the extent that Reed Tech is processing personal data on your behalf, the terms of the Reed Tech data processing addendum at <https://www.lexisnexis.com/en-us/terms/processor-terms.page> will apply. If and to the extent that your Authorized Users provide their personal data to Reed Tech during account registration or otherwise, the parties acknowledge that such information will be processed by LexisNexis in accordance with the Reed Tech privacy policy available at <http://www.lexisnexis.com/en-us/terms/privacy-policy.page>

You are neither identified on, nor shall you provide access to the Services to any individuals or entities identified on (1) OFAC’s list of Specially Designated Nationals (“SDN List”), (2) the UK’s HM Treasury’s Consolidated List of Sanctions Targets, (3) the EU’s Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions, (4) any other applicable sanctions lists, or (5) any person 50 percent or more owned, directly or indirectly, individually or in the aggregate by a person(s) identified in (1) through (4).

**25. Agreement.** This is the agreement supersedes all prior and contemporaneous agreements, understandings, inducements and conditions expressed or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and assigns.

**26. Survival.** Any provisions that, by their nature, would naturally survive the termination or expiration of this Agreement, shall survive expiration or termination of this Agreement.