

Patlytics Terms & Conditions

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These Terms and Conditions (the “Terms”) govern the use of the Services and are effective as of the date specified in the applicable Order Form, or if no date is specified, the date Customer first registers for or accesses the Services (the “Effective Date”).

These Terms are incorporated into and form part of the Master Services Agreement (collectively, the “Agreement”) when referenced by or attached to a mutually executed order form or online registration page between Patlytics and Customer that references these Terms (each, an “Order Form”). The Agreement is made between Patlytics, Inc., a Delaware corporation (“Patlytics”), and the customer identified in the applicable Order Form (“Customer”).

1. SERVICES AND SUPPORT

1. Access. Subject to Customer’s compliance with this Agreement, Patlytics grants Customer a limited, nonexclusive, nontransferable, and non-sublicensable right to access and use the products and services specified in an applicable Order Form (collectively, “Services”). The Services may only be used for Customer’s internal purpose for the term set forth in the applicable Order Form (and in accordance with any restrictions set forth therein).
2. Authorized Users. Unless otherwise expressly permitted by an applicable Order Form, Authorized Users must be employees of Customer. Each Authorized User must have their own individual account credentials, which may not be shared, transferred, or otherwise disclosed to others. “Authorized Users” means those specific individuals identified by Customer who are authorized to access and use the Services under Customer’s account, subject to any restrictions in an applicable Order Form.
3. Support. Patlytics will provide Customer with commercially reasonable technical support, responding to inquiries within a reasonable timeframe consistent with Patlytics’ standard support practices and procedures, or as further specified in the applicable Order Form. Patlytics may temporarily suspend or limit Customer’s access to the Services for scheduled maintenance, emergency maintenance, or to address security, performance, or compliance issues.

2. RESPONSIBILITIES AND RESTRICTIONS

1. General Restrictions.

Except as expressly permitted by this Agreement, Customer shall not (nor allow any third party to): (i) reverse engineer, decompile, disassemble, or attempt to discover the underlying technology of the Services (except as required by applicable law); (ii) modify, translate, or create derivative works based on the Services; (iii) copy, rent, lease, distribute, sell, assign, or transfer rights to the Services; (iv) use the Services to benefit third parties not expressly contemplated by this Agreement; (v) remove or alter proprietary notices from the Services or its output; (vi) use the Services to build a competitive product or service; (vii) interfere with or disrupt the Services; (viii) bypass security measures used by Patlytics; or (ix) “crawl,” “scrape,” or “spider” the Services or related data.

2. Security and Access. Customer is solely responsible for maintaining secure credentials and proper access permissions for the Services. Customer acknowledges that proper security configurations and access controls are essential for the secure operation of the Services, and Patlytics disclaims liability for any data loss, corruption, or unauthorized access resulting from Customer’s configuration or credential management.

3. Cooperation. Customer agrees to reasonably cooperate with Patlytics by providing timely access to necessary resources, information, and personnel required for the successful implementation, integration, and ongoing use of the Services. Patlytics shall not be responsible for any delay caused by Customer’s failure to perform the foregoing.

4. Compliance with Laws. Customer shall comply with all applicable laws, regulations in connection with its use of the Services, including, without limitation, obtaining all necessary consents from any individual whose personal information or data is collected, processed, or otherwise used by Customer through the Services.

3. FEES AND PAYMENT TERMS

1. Fees; Payment. Customer shall pay Patlytics the applicable fees as set forth in each Order Form (the “Fees”). Unless otherwise specified in the applicable Order Form, payments will be due within thirty (30) days of invoice. Except as otherwise provided in this Agreement, all Fees paid are non-refundable and are not subject to set-off.

2. Past Due Invoices. Past due invoices are subject to interest on any outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law. Customer shall also reimburse Patlytics for all reasonable costs incurred by Patlytics in the collection of past due amounts, including attorneys’ fees and collection agency fees.

3. Taxes. Customer shall be responsible for all taxes associated with the Services (excluding taxes based on Patlytics’ net income). Should Patlytics pay any such taxes on behalf of Customer, Customer agrees to reimburse Patlytics for such payments, unless Customer provides Patlytics with a valid tax exemption certificate authorized by the appropriate taxing authority.

4. CUSTOMER INTELLECTUAL PROPERTY

1. Customer Materials. As between the parties, Customer shall retain all right, title and interest (including all intellectual property rights) in and to all data, content, information, or materials submitted by Customer through or in connection with the Services (“Customer Materials”).

Customer grants Patlytics a non-exclusive, worldwide, royalty-free license during the Term to access, use, copy, modify, process, store, transmit, and display Customer Materials solely as necessary to provide and maintain the Services in accordance with this Agreement. Customer shall solely be responsible for the accuracy, quality, integrity, legality, and reliability of all Customer Materials.

2. Customer Outputs. Customer may use the Services to generate Customer-specific outputs (which may include patent claim charts, patent infringement analyses, drafted documents, research summaries, and other Service-generated work product) that incorporate and are prompted from Customer Materials (which may include patent claim charts, and patent infringement analyses, drafted documents, research summaries, and other Service-generated work product) (collectively, “Customer Outputs”).

As between the parties, Customer owns all right, title, and interest in Customer Outputs (excluding Patlytics Templates). Patlytics hereby assigns to Customer any right, title, and interest Patlytics has in and to the Customer Outputs (excluding Patlytics Templates).

3. License to Patlytics Templates. Subject to Customer’s payment of all fees under this Agreement, Customer shall have, and Patlytics hereby grants to Customer, a perpetual, irrevocable, royalty-free license to use any Patlytics Templates incorporated in any Customer Outputs as incorporated in such Customer Outputs (and not as standalone components) for its internal business purposes.

4. Permitted Use. Customer shall not publicly share, publish, distribute externally, or use Customer Outputs for external benchmarking or comparative analyses without Patlytics’ prior written consent. Notwithstanding the foregoing, Customer may use and disclose Customer Outputs in: (i) patent prosecution before the USPTO or foreign patent offices, (ii) in litigation, arbitration or regulatory proceedings, or (iii) as required by court order or applicable law

5. Third-Party Materials. Customer acknowledges and agrees that certain Customer Outputs may incorporate, reference, or excerpt third-party materials, including copyrighted content, third-party patents, publicly available patent documents, materials sourced from USPTO or other governmental agencies, or other intellectual property not owned by either party (collectively, “Third-Party Materials”).

Customer’s rights to use Third-Party Materials outside of Customer Outputs as permitted herein are subject to applicable laws and regulations.

5. PATLYTICS INTELLECTUAL PROPERTY

1. Patlytics Platform. As between the parties, Patlytics retains all rights, title, and interest (including all intellectual property rights) in and to the Services, the underlying software, and all upgrades and modifications thereto. Customer may (but is not obligated to) provide feedback regarding the Services, and Patlytics may freely use such feedback. No rights or licenses are granted by implication or otherwise, except those explicitly provided in this Agreement.

2. Patlytics Templates. Customer acknowledges that, in generating Customer Outputs, Patlytics may utilize general-purpose templates, coding structures, frameworks, libraries, design patterns, or other standardized components (collectively, “Patlytics Templates”).

Patlytics retains all right, title, and interest (including all intellectual property rights) in and to the Patlytics Templates, and nothing in this Agreement limits Patlytics’ right to use Patlytics Templates in connection with Patlytics’ products or business. Outputs provided to other Patlytics customers may be similar to Customer Outputs to the extent they incorporate Patlytics Templates or arise from similar Customer Materials.

6. AI FEATURES

1. No AI Training. Patlytics does not use any Customer Materials to train any artificial intelligence (AI) models or systems.

2. No Legal Advice. THE SERVICES ARE SOLELY INTENDED AS A TOOL AND SUPPORTIVE RESOURCE FOR PATENT-RELATED SERVICES. IT DOES NOT PROVIDE LEGAL ADVICE, NOR DOES ITS OUTPUT CONSTITUTE GUIDANCE ON FULFILLING PROFESSIONAL OR ETHICAL OBLIGATIONS TOWARD CLIENTS.

CUSTOMER AND ITS USERS REMAIN SOLELY RESPONSIBLE FOR INDEPENDENTLY EVALUATING, VERIFYING, AND APPLYING THEIR PROFESSIONAL JUDGMENT REGARDING ALL AI-GENERATED CONTENT TO ENSURE COMPLIANCE WITH APPLICABLE ETHICAL STANDARDS, LEGAL REQUIREMENTS, AND CLIENT RESPONSIBILITIES.

3. AI Accuracy and Human Verification. CERTAIN OUTPUT AND FEATURES OF THE SERVICES ARE GENERATED USING ARTIFICIAL INTELLIGENCE TECHNOLOGIES, WHICH BY NATURE ARE NOT ERROR-FREE. PATLYTICS MAKES NO WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, OR RELIABILITY OF SUCH ASSISTANCE OR RECOMMENDATIONS. CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR ALL ACTS AND OMISSIONS RELATING TO OUTPUT AND FEATURES, AND PATLYTICS DISCLAIMS ALL LIABILITY ARISING FROM CUSTOMER’S RELIANCE ON SUCH OUTPUT AND FEATURES.

CUSTOMER ACKNOWLEDGES AND AGREES THAT IT AND/OR ITS USERS MUST EVALUATE ALL OUTPUT FOR ACCURACY AND COMPLETENESS BEFORE RELYING ON OR OTHERWISE USING IT FOR OR TO INFORM ANY FUNCTION RELATED TO LEGAL PRACTICE OR SERVICE.

7. CONFIDENTIALITY

1. Proprietary Information. Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose information relating to the Disclosing Party’s technology or business (“Proprietary Information” of the Disclosing Party).

The Receiving Party agrees: (i) not to divulge to any third person any such Proprietary Information, (ii) to give access to such Proprietary Information solely to those employees with a need to have access thereto for purposes of this Agreement, and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information.

2. Exclusions.

The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession or known by it without restriction prior to receipt from the Disclosing Party, or (c) was

rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order.

3. Deletion. Promptly after the expiration or termination of this Agreement, the Receiving Party shall delete all Proprietary Information of the Disclosing Party, subject to all applicable laws, regulations, and governmental or legally mandated record-keeping requirements.

4. Usage Data. Patlytics may collect and use technical usage data regarding Customer's use of the Services, including performance metrics, and diagnostic information (collectively, "Usage Data"), for purposes of operating, maintaining, improving, and developing the Services. Patlytics may share Usage Data but only in aggregated and anonymized form. For clarity, Usage Data will not include any Customer Materials.

8. TERM AND TERMINATION

1. Term. This Agreement starts on the effective date of the first Order Form and continues until the last active Order Term expires or terminates (the "Term"), unless terminated earlier as set forth in this Agreement.

Each Order Form has an initial period stated in that form (the "Initial Term") and automatically renews for successive one-year periods ("Renewal Terms," together with the Initial Term, the "Order Term"), unless either party gives notice of non-renewal at least thirty (30) days before the expiration of the then-current Order Term. Patlytics may increase the Fees for any Renewal Term by providing Customer notice (email acceptable) at least sixty (60) days prior to the end of the then-current Order Term.

2. Termination for Breach. Either party may terminate this Agreement for the other party's material breach that remains uncured thirty (30) days after the terminating party provides the breaching party notice of such breach. Without limiting the foregoing, Patlytics may suspend Customer's access to the Services if Customer's account is past due.

3. Effects of Termination. All provisions of this Agreement that by their nature should survive termination shall survive termination, including without limitation accrued payment obligations, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

9. INDEMNIFICATION

1. Indemnity.

Each party ("Indemnitor") shall defend, indemnify, and hold harmless the other party, its affiliates and each of its and its affiliates' employees, contractors, directors, suppliers and representatives (collectively, the "Indemnitee") from all liabilities, claims, and expenses paid or payable (including reasonable attorneys' fees) ("Losses") that arise from or relate to any unaffiliated third-party claim (each, a "Claim") that (i) in the case of Patlytics as Indemnitor, the underlying software of the Services infringe, violate, or misappropriate any third party intellectual property or proprietary right; (ii) in the case of Customer as Indemnitor, Customer's use of the Services or relating to infringement or misappropriation of any third party intellectual property or proprietary right by the Customer Materials or its underlying data or content.

2. Exclusions.

The foregoing obligations of Patlytics do not apply with respect to the Services or its underlying software or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (i) not created by Patlytics (including the Customer Materials and its underlying data and content); (ii) made in whole or in part in accordance to Customer specifications; (iii) generated or modified in whole or in part based on Customer inputs, specifications, or instructions; (iv) combined with other products, processes or materials not provided by Patlytics; (v) where Customer continues allegedly infringing activity after being notified thereof; or (vi) Customer's use of the Services or its outputs not in accordance with this Agreement.

3. IP Infringement Remedies.

If the Services or any portion thereof become subject to a Claim for infringement or misappropriation for which Patlytics is obligated to indemnify Customer pursuant to Section 9.1(i), Patlytics may, at its sole discretion and expense: (i) procure the right for Customer to continue using the Services; (ii) replace or modify the affected Services to eliminate the infringement while preserving substantially equivalent functionality; or (iii) if neither (i) nor (ii) is commercially feasible, terminate Customer's access to the affected portion of the Services and provide Customer with a pro rata refund of any prepaid, unused fees applicable to the terminated Services.

4. Procedures.

Each Indemnitor's indemnification obligations hereunder shall be conditioned upon the Indemnitee providing the Indemnitor with: (i) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnity obligations if the Indemnitor is materially prejudiced by such failure); (ii) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (iii) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor's expense).

10. WARRANTIES AND DISCLAIMERS

1. Patlytics Warranties.

Patlytics represents and warrants: (i) it has the authority to enter into this Agreement, (ii) the Services shall be provided in a professional and workmanlike manner by qualified personnel; and (iii) it will use commercially reasonable industry standard methods designed to ensure the Services do not include any computer code or other instructions, devices or techniques, including without limitation those known as disabling devices, trojans, or time bombs, that are intentionally designed to disrupt, disable, harm, infect, defraud, damage, or otherwise impede in any manner, the operation of a network, computer program or computer system or any component thereof.

2. Customer Warranties. Customer represents and warrants that it has all necessary rights and consents relating to Customer Materials, and that Patlytics' use of Customer Materials and access to Customer's systems as permitted by this Agreement will not violate applicable laws, third-party rights, or agreements.

3. General Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

11. LIMITATION OF LIABILITY

1.

EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, OR (II) FOR ANY LIABILITY IN THE AGGREGATE IN EXCESS OF THE FEES PAID (OR PAYABLE) BY CUSTOMER TO PATLYTICS HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER.

12. NOTICE

1.

All notices under this Agreement will be in writing and sent (a) for notices to Patlytics at 30 W 24th St., 11th floor, New York, NY 10010, and (b) for notices to Customer, to the address or email address set forth in the applicable Order Form,

or in each case, at such other address as may be given in writing by either party to the other in accordance with this Section, and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid.

13. MISCELLANEOUS

1. **Publicity.** Customer agrees that Patlytics may use and display Customer's name and logo on Patlytics' website and promotional materials to identify Customer as a user of the Services, subject to Customer's trademark guidelines.
2. **Assignment.** Customer may not assign any of its rights or obligations under this Agreement without Patlytics' consent. This Agreement shall be binding upon and shall inure to the benefit of all permitted successors and assigns.
3. **Export Control.** Customer shall comply with all applicable export control laws and economic sanctions regulations in its use of the Services. Customer shall not directly or indirectly export, re-export, or otherwise transfer access to the Services, or any related materials or data, to any jurisdiction or individual subject to such prohibitions or restrictions.
4. **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, excluding its conflicts of law rules.
5. **Arbitration.** Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in New York City, New York, using the English language in accordance with the International Chamber of Commerce Arbitration Rules and Procedures then in effect, who shall be selected in accordance with said rules.

Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement. Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive or other equitable relief.
6. **Entire Agreement.** This Agreement (including the Terms and all Order Forms) constitutes the entire agreement between Customer and Patlytics regarding its subject matter and supersedes all prior or contemporaneous agreements or communications, whether oral, written, or electronic. In the event of a conflict between an Order Form and the Terms, the conflicting provisions of the Terms shall prevail.
7. **Amendment; Waiver.** Except as otherwise provided herein, no modification or amendment of any provision of this Agreement shall be effective unless agreed by both parties in writing, and no waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving party.
8. **Force Majeure.** Except for payment obligations, neither party shall be liable for any failure to perform its obligations under this Agreement to the extent caused by circumstances beyond its reasonable control, including fire, flood, severe weather, earthquakes, power failures, denial-of-service attacks, acts of God, war, terrorism, riots, civil disturbances, strikes, labor disruptions, pandemics, epidemics, governmental actions, or disruptions of third-party services or infrastructure.
9. **Enforceability.** If any provision of this Agreement is held to be unenforceable or invalid, that provision shall be limited or eliminated to the extent necessary so that this Agreement shall otherwise remain in full effect and enforceable.