

## **CLAIMMASTER SOFTWARE LLC END USER LICENSE AGREEMENT**

Thank you for your interest in ClaimMaster Software LLC's ("ClaimMaster LLC") ClaimMaster software. The use of ClaimMaster software is governed by this End User License Agreement ("EULA").

### **1. Contract Formation.**

A. By registering, accessing or using the ClaimMaster software you agree to be, and are, bound by the terms and conditions set forth in this EULA.

B. This EULA covers all uses of the ClaimMaster software. The ClaimMaster software may include pre-release code, and includes tools, utilities, resources, patches, updates, training materials and other executables. This EULA applies to all such materials and executables.

### **2. License Grant.**

A. Subject to the terms and conditions of this EULA, ClaimMaster LLC grants you a non-exclusive, non-transferable (except as permitted herein) right and license to use the ClaimMaster software and related documentation.

B. The ClaimMaster software is licensed, and not sold, and as such this EULA grants to you only certain rights. ClaimMaster LLC reserves to itself, and any applicable third parties, all other rights; the ClaimMaster software and related materials are, and all originals and copies thereof, in whole or in part, are and remain the property of ClaimMaster LLC. You may use the ClaimMaster software only as expressly permitted by this EULA.

1. ClaimMaster software is licensed on per copy per user's computer basis. A user's computer is a physical hardware system with an internal storage device capable of running the software, such as a personal computer ("PC"). Each user of ClaimMaster should be licensed. Unless otherwise provided in these license terms or upon explicit permission from the licensor, only one user may use the software at a time. Unless this license is specifically sold or offered for trial as a server/enterprise license (e.g., for terminal server, Citrix, or other multi-user environments), this license explicitly prohibits installation/deployment of the ClaimMaster software in a multi-user access environment, such as on a server, virtual machine, a computer/workstation where the software may be accessed by multiple users (either simultaneously or one at a time), or a computer/workstation where the software is accessed by a single operator merely as an agent for other multiple users (e.g., a single copy of the software is operated by a dedicated person to proofread/generate shells for other patent practitioners in the firm).

2. One Copy per User - you ("User") may install and activate one copy of the ClaimMaster software on one computer. That computer is "your licensed computer." It is permitted to move a license from the currently licensed computer to another computer, provided that the license on the currently licensed computer is permanently deactivated (the deactivation feature does not permit continuously moving/sharing one license between two computers – rather, its goal is to allow a registered user to move a license to a new computer so that the old computer will no longer be used for executing ClaimMaster software). Unless otherwise provided in these license terms or upon explicit permission from the licensor, this license does not include additional activations besides the activations on your

licensed computer. Installations of ClaimMaster software on two computers (e.g., home and office computers) for the same user using the same license may be allowed at the licensor's discretion.

3. You agree that any and all any and all Intellectual Property Rights contained in or relating to the ClaimMaster software are and shall remain the exclusive property of ClaimMaster LLC and/or its licensors, and that nothing in this EULA is intended to transfer any ClaimMaster 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.

4. You agree not to take any action to jeopardize, limit or interfere with the ClaimMaster Intellectual Property Rights, and agree to include the ClaimMaster LLC's name, copyright and trademark notice on all copies made by you.

5. You agree that any unauthorized use of the ClaimMaster Intellectual Property Rights is a violation of this EULA as well as a violation of intellectual property laws, including without limitation copyright laws and trademark laws.

6. 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.

C. You may not:

1. undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the ClaimMaster software, except and only to the extent permitted by applicable law;
2. work around any technical limitations in the ClaimMaster software;
3. make copies of the ClaimMaster software except as and to the extent permitted by the EULA and applicable law; provided, however, that you may make a back-up or archival copy which may be used solely for purposes of reinstalling the ClaimMaster software;
4. publish the ClaimMaster software to others, for purposes of copying or otherwise;
5. rent, lease, license, lend or sub-license the ClaimMaster software;
6. use the ClaimMaster software to host commercial software services;
7. charge any person for the use of the ClaimMaster software;
8. remove any proprietary notices from the ClaimMaster software, or from any content, services, programming, or features contained in the ClaimMaster software;

9. attempt to hack, defeat or overcome any encryption and/or other technical protection methods implemented with respect to the ClaimMaster software or interfere with or in any manner compromise any security measure; or

10. export the ClaimMaster software to, or cause or permit the ClaimMaster software to be imported into, any country where applicable law prohibits the export or import.

D. The documentation which accompanies the ClaimMaster software may be accessed, copied, modified and used for internal purposes by any registered user.

### **3. User Obligations and Responsibility.**

A. You are solely responsible for any and all content created by you using ClaimMaster software.

B. You agree to indemnify, hold harmless and defend ClaimMaster LLC 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, ClaimMaster expenses, reasonable attorneys' fees and other dispute resolution expenses) incurred by ClaimMaster arising out of or relating to your:

1. violation or breach of any term of this EULA or any applicable law or regulation;
2. use or misuse of the ClaimMaster software;
3. violation of any rights of ClaimMaster LLC or any third party, including but not limited to Intellectual Property Rights.

### **4. Warranty and Disclaimer of Warranties.**

A. ClaimMaster LLC warrants that its software conforms to its specifications at the time when you purchase a subscription to ClaimMaster software. ClaimMaster LLC will repair, fix bugs, provide updates, or replace the ClaimMaster software at no charge during the term of your subscription or valid maintenance/support policy (for users who have previously purchased one-time licenses). In addition, ClaimMaster LLC warrants that, to the best of its knowledge, there is no malware, viruses, or other harmful components in any of the software provided by ClaimMaster LLC. If ClaimMaster LLC cannot repair or replace the defective software, ClaimMaster LLC will provide a prorated refund any amounts paid by you for the ClaimMaster software. These are your only remedies for breach of the limited warranty.

B. EXCEPT AS STATED ABOVE, CLAIMMASTER SOFTWARE IS PROVIDED AS IS AND WITH ALL FAULTS, AND CLAIMMASTER LLC HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING, OR TRADE USAGE.

C. CLAIMMASTER LLC DOES NOT REPRESENT OR WARRANT THAT THE CLAIMMASTER SOFTWARE WILL ALWAYS BE AVAILABLE, ACCESSIBLE, SECURE, ACCURATE, COMPLETE, OR ERROR-FREE, AND MAKES NO WARRANTY OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, OR CORRESPONDENCE TO DESCRIPTION.

D. YOU ACKNOWLEDGE THAT THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE CLAIMMASTER SOFTWARE REMAINS WITH YOU TO THE MAXIMUM EXTENT PERMITTED BY LAW.

E. 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.

## **5. Limitation of Liability.**

A. IN NO EVENT SHALL CLAIMMASTER LLC, ITS AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR BUNDLED SOFTWARE PROVIDERS BE LIABLE WHETHER IN CONTRACT, 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 CLAIMMASTER SOFTWARE, INCLUDING ANY DAMAGES RESULTING THEREFROM, EVEN IF CLAIMMASTER LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CLAIMMASTER LLC'S LIABILITY TO YOU OR TO ANY THIRD PARTY EXCEED THE AMOUNTS PAID BY YOU TO CLAIMMASTER LLC.

B. Some jurisdictions do not allow some of the exclusions set forth in this Section; thus, some of these exclusions may not apply to you.

## **6. Termination.**

A. This EULA may be terminated anytime by ClaimMaster LLC with or without cause, by notice to you, if you fail to comply with the terms and conditions of this EULA.

B. In the event of termination you must uninstall/remove all installed copies of the software.

C. ClaimMaster LLC 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 ClaimMaster software.

## **7. Consent to Use of Data and Contributions.**

A. By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to ClaimMaster LLC through its suggestion, feedback or contact webpages, via email, by other means of communication, you acknowledge and agree that:

1. your Contributions do not contain confidential or proprietary information;
2. ClaimMaster LLC is not under any obligation of confidentiality, express or implied, with respect to the Contributions;
3. ClaimMaster LLC 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;
4. ClaimMaster LLC may have something similar to the Contributions already under consideration or in development;
5. your Contributions automatically become the property of ClaimMaster LLC without any obligation of ClaimMaster LLC to you; and
6. you are not entitled to any compensation or reimbursement of any kind from ClaimMaster LLC under any circumstances.

**8. Third Party Acknowledgement and Terms.** ClaimMaster software licensed under the terms and conditions of this EULA may use or include third party components, other copyrighted material, and/or open source software which may be subject to certain "open source" or "free software" licenses ("Open Source Software"). Acknowledgments, licensing terms and additional disclaimers for such components, Content, materials, or Open Source Software are contained in the 3rdPartyLicensing.PDF file in the installation folder or may otherwise accompany the same, or are contained in Addendums to this EULA, and your use of such components, other materials, and/or Open Source Software is governed by their respective terms and conditions and nothing in this EULA limits your rights under or grants you rights that supersede the terms and conditions of any such applicable third party terms and conditions for such third party components, materials, and/or Open Source Software.

**9. Links to Third Party Sites.**

- A. The links provided either through or framed within the ClaimMaster software to any website not operated by ClaimMaster LLC or its affiliates are provided as a courtesy only, and the sites they link to are not under the control of ClaimMaster LLC.
- B. You agree that ClaimMaster LLC 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.
- C. ClaimMaster LLC is providing these links merely as a convenience, and the inclusion of any link does not in any way imply or express affiliation, endorsement or sponsorship by ClaimMaster LLC of any linked site and/or any of its content therein.

**10. General Terms and Conditions.**

- A. Investigation and Disclosure to Governmental Authorities.

1. ClaimMaster LLC 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.

2. You agree that ClaimMaster LLC may disclose information provided by you, or about you or your use of ClaimMaster software, in compliance with lawful process, or to comply with law enforcement requests or other legal, governmental or regulatory orders or actions.

B. Relationship of Parties. Each party is an independent contractor, and nothing in this EULA creates any partnership, joint venture, agency, franchise, or other relationship between the parties.

C. Force Majeure. ClaimMaster LLC 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 ClaimMaster LLC.

D. Assignment. ClaimMaster LLC may assign this EULA in whole or in part without your approval. This EULA shall be binding on, and inure to the benefit of, and be enforceable against, the parties and their respective successors and assigns.

E. 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 ClaimMaster software and are not relying on any representation, guarantee, or statement other than as set forth in this EULA.

F. Waiver.

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.

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.

3. ClaimMaster LLC'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

G. 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.

H. 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.

I. 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.

J. Governing Law. This EULA shall be governed by and construed in accordance with the laws of the State of Maryland 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 Maryland. 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 Maryland. 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 ClaimMaster LLC 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.

K. 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.