

Terms of Use

RPX Online Services Agreement

Revision LL2007212A effective July 29, 2020

Welcome to RPX Technologies (RPX)! Use of this site is subject to the terms and conditions contained in the RPX Online Services Agreement (the "ROSA") set forth below. In continuing to access or use our site, you agree to be bound by those terms and conditions within the ROSA applicable to your use.

If you are registering for a particular RPX Service, we are now asking you to confirm that you have read the ROSA before clicking "I agree" below.

Consent to Electronic Records and Signature

The ROSA, other online agreements, and our Web site include important disclosures that are associated with the RPX Services. From time to time, RPX may ask you to review other important disclosures or agreements about an RPX Service. We refer to all of these items as "Records and Disclosures."

When you click "I agree" below, you will be consenting to electronic delivery of the ROSA and the Records and Disclosures in HTML format.

By clicking "I agree" you will also be providing your electronic signature that will affirm:

- You understand and intend that the ROSA is a legally binding agreement and the equivalent of a signed, written contract;
- You will use all RPX Services, and our Web sites generally, in a manner consistent with applicable laws and regulations and in accordance with the terms and conditions of the ROSA and any other applicable rules, guidelines or other conditions that govern the use of a particular RPX Service as they may be amended by RPX from time to time; and

- You understand, accept, and have received the ROSA and its terms and conditions, and acknowledge and demonstrate that you can access the ROSA and other Records and Disclosures on our Web site.

If you do not agree with the terms and conditions in the ROSA, please exit the registration process. You should be aware, however, that the use of any RPX Service, including our Web site, is subject to the terms and conditions of the ROSA. This Agreement will always be available for your review via a link at the bottom of the service's home page.

SCOPE OF THE ROSA

RPX Technologies, Inc. ("**RPX**," "**we**" or "**us**") operates the RPX Services, either alone or in conjunction with its affiliates, agents and partners. The RPX Online Services Agreement ("**ROSA**" or "**Agreement**") applies to RPX's web sites, other electronic channels as described below, and electronic content, services and tools. This includes construction tools, and other services or forums, as well as any features or content we may add in the future. We refer to all of the above as "**RPX Services**." This Agreement applies to all RPX Services regardless of the means by which you access such RPX Services. RPX Services may be offered on the RPXTech.com domain as well as on other Internet domains operated by our agents or alliance partners. In addition, RPX Services may be available through other computer, telephonic, email or wireless services or systems, including RPX's proprietary software and any other computer, telephonic or wireless service or information system RPX makes available to you, including predecessors or successors to the systems described above.

We may also ask you to follow additional rules, guidelines or other conditions that govern the use of a particular RPX Service ("**Rules and Guidelines**") at the time you register for or use that RPX Service. The ROSA incorporates by reference the Rules and Guidelines of any RPX Service for which you register.

REVISIONS AND RELATION TO OTHER AGREEMENTS OR DISCLOSURES

RPX may revise the ROSA at any time, and you agree to be bound by future revisions. It is your responsibility to visit the link at the bottom of the RPXTech.com home page periodically to review the most current terms and conditions. If you have an account with RPX, your customer relationship with RPX is also governed by your account agreements. If there is any conflict between (1) the ROSA and (2) your account agreements, then your account agreements will govern. RPX may also offer other services from time to time that are governed by different or additional terms and conditions. RPX Services are subject to any disclosures or disclaimers found within the RPX Services.

REGISTRATION INFORMATION, PRIVACY, AND PERSONALIZATION

When you register for an RPX Service, we may ask you to give us certain identifying information ("Registration"). You agree to provide true, accurate, current and complete information about yourself. You also agree not to impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false headers or otherwise conceal your identity from RPX for any purpose. We agree to treat with care the information you entrust to us, in accordance with the disclosures we give during the Registration process and in our Privacy Policy.

For your protection and the protection of our other customers and Web site users, we ask you not to share your Registration information (including passwords, User Names) with any other person for the purpose of facilitating their access and unauthorized use of RPX Services. Pursuant to the terms of the RPX Security Guarantee if you do share this information with anyone we'll consider their activities to have been authorized by you. You alone are responsible for all transactions initiated, messages posted, statements made, or acts or omissions that occur within any RPX Service through the use of your Registration information.

RPX may offer you the opportunity to personalize an RPX Service or your online experience. While certain personalization features can provide a more convenient way to access the data and features most relevant to you, be aware that "cookies" and other similar identification techniques are used to associate you with the computer or electronic device that you are using. If you access RPX from a public location or if you

otherwise share a computer or electronic device, some personalization features could reveal non-public personal information about you to others. You alone are responsible for deciding whether a particular personalization feature is appropriate for you and for any consequences that result from your decision.

UNAUTHORIZED USE OF YOUR REGISTRATION

If you believe that someone has used your Registration information to access any RPX Service without your authorization, please email RPX immediately at **support@rpxtech.com**.

RPX'S LICENSE TO YOU

RPX grants you a single, non-exclusive, non-transferable and limited personal license to access and use the RPX Services. This license is conditioned on your continued compliance with the terms and conditions in the ROSA.

YOUR LICENSE TO RPX

Unless otherwise indicated for a particular RPX Service, any communications or material of any kind that you email, post or otherwise transmit through the RPX Services, including data, questions, comments, or suggestions (your "Communications") will be treated as non-confidential and non-proprietary. You hereby grant a license to RPX to reproduce, disclose, transmit, publish, broadcast, or post your Communications either on the RPX Web site or elsewhere with no liability or obligation to you. RPX is free to use any ideas, concepts, know-how, or techniques contained in your Communications for any purpose including, but not limited to, developing and marketing products using such information.

USE OF THIRD PARTY SERVICE PROVIDERS

RPX may use third party service providers (each, a "Third Party Service Provider") to assist in providing certain RPX Services with or without notice to you. RPX may also change Third Party Service Providers or may itself provide an RPX Service without the assistance of such third party. You consent and authorize RPX to delegate the authorizations you

provide to RPX to its Third Party Service Provider(s) as RPX deems necessary or desirable to provide the applicable RPX Service to you. You agree that the terms and conditions of the ROSA, including any of the other terms, conditions, warranty disclaimers and liability disclaimers incorporated into this Agreement, inure to the benefit of such Third Party Service Providers and such Third Party Service Providers are deemed to be third party beneficiaries of the ROSA, including any other terms, conditions, warranty disclaimers and liability disclaimers incorporated into this Agreement. You also agree that all references to "RPX" within the ROSA and any incorporated terms are also deemed to include, where applicable, RPX's agents, such as the Third Party Service Providers.

To protect the privacy and security of your personal information, Third Party Service Providers will only be authorized to use or maintain your personal information only in accordance with RPX's privacy policy.

NOTICES, COMMUNICATIONS, AND ELECTRONIC SIGNATURES

You agree to accept all communications from us regarding use of the RPX Services at the email addresses you provide during Registration. Please promptly update any changes to your registration information for each RPX Service. RPX is entitled to rely on the email address and U.S. mail address that you last provided to us. You agree to waive all claims resulting from failure to receive communications because of changes in your email or U.S. mail address. From time to time, we would like to send you information about RPX products and services. If you register for an RPX Service, you are granting RPX permission to communicate with you by email. You can opt not to receive such information from us in the future by following the instructions in any email that we send to you.

You agree to be bound by any affirmation, assent, or agreement you transmit through the RPX Services you access by computer or other electronic device, including internet, telephonic and wireless devices, including but not limited to any consent you give to receive communications from us solely through electronic transmission. You agree that, when in the future you click on an "I agree," "I consent" or other similarly worded "button" or entry field with your mouse, keystroke or other device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

USE OF RPX SERVICES

The following requirements apply to your use of all RPX Services:

- You will not use any electronic communication feature of an RPX Service for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening or hateful.
- You will not upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights.
- You will not collect or store personal data about other users.
- You will not use any RPX Service for any commercial purpose beyond RPX's intended use for the service without written permission from RPX. You will not upload, post, email or otherwise transmit any advertising or promotional materials, including, without limitation, "junk mail," "surveys," "spam," "chain letters," "pyramid schemes," or any other form of solicitation or unauthorized communication.
- You will not upload, post, email or otherwise transmit any material that contains viruses or any other computer code, files or programs which might interrupt, limit or interfere with the functionality of any computer software or hardware or telecommunications equipment.

SENSOR INFORMATION

We may make available to you through one or more RPX Services a broad range of sensor information that we obtain from sensors owned by you. This includes time, temperature, and other information. Collectively, we refer to this as "Sensor Information." RPX does not guarantee accuracy of any sensor information regardless of source, and we make it available to you only as a service and convenience. RPX and our Third Party Service Providers do not (1) guarantee the accuracy, timeliness, completeness or correct sequencing of Sensor Information, or (2) warrant any results from your use or reliance on Sensor Information. Sensor Information may become unreliable for various reasons including, for example, sensor damage from events at the point-of-use. Neither RPX nor

the Third Party Service Providers are obligated to update any information, and we may discontinue offering Sensor Information at any time without notice. You agree that neither RPX nor the Third Party Service Providers will be liable to you in any way for the termination, interruption, delay, or inaccuracy of any Sensor Information.

NO OPERATIONS ADVICE OR RECOMMENDATIONS

The RPX Services and content (including Sensor Information) are for information purposes only. Although RPX Services may provide information relating to business or field operations, you should not construe any Sensor Information, features, tools or other content available through any RPX Service as operational advice.

You alone assume the sole responsibility of evaluating the merits and risks associated with the use of any RPX Service before making any decisions based on Sensor Information or content contained in an RPX Service. In exchange for using RPX Services, you agree not to hold RPX or any Third Party Service Provider liable for any possible claim for damages arising from any decision you make based on information made available to you through any RPX Service.

USE OF ACCESS DEVICES

With the exception of applications commonly known as Web Browser software, or other applications formally promoted, endorsed or approved by RPX in writing, you agree not to use any software, program, application or any other device to access or log on to any RPX Service, including RPX's computer systems, Web site or proprietary software or to automate the process of obtaining, downloading, transferring or transmitting any Market Information or any other content to or from any RPX Service, including RPX's computer systems, Web site or proprietary software.

SECURITY OF DATA TRANSMISSIONS AND STORAGE

Electronic (including wired and wireless) communications through the RPX Services may not be encrypted. You acknowledge that there is a risk that data, including email, electronic and wireless communications and personal data, may be accessed by

unauthorized third parties when communicated between you and RPX or between you and other parties.

MONITORING BY RPX

RPX, its affiliates and agents are entitled, but not obligated, to review or retain your Communications. We and our Third Party Service Providers may monitor your Communications to evaluate the quality of service you receive, your compliance with the ROSA, the security of the RPX Services, or for other reasons. You agree that these monitoring activities will not entitle you to any cause of action or other right with respect to the manner in which RPX or its Third Party Service Providers monitor your Communications and enforce or fail to enforce the Rules and Guidelines of any RPX Service and the terms of the ROSA. In no event will RPX or its Third Party Service Providers be liable for any costs, damages, expenses or any other liabilities incurred by you as a result of any monitoring activities.

HYPERLINKS

RPX may make available links from an RPX Service to other, third party sites or electronic services providers that are not affiliated with RPX. RPX does not control these other sites or services, and RPX makes no representations or endorsements whatsoever concerning those sites or services. The fact that RPX has provided a link to a site is not an endorsement, authorization, sponsorship, or affiliation with respect to such site, its owners, or its providers. There are risks in using any information, software, service or product found on the Internet, and RPX cautions you to make sure you understand these risks before retrieving, using, relying upon, or purchasing anything via the Internet. You agree that under no circumstances will you hold RPX liable for any loss or damage caused by use of or reliance on any content, goods or services available on other sites.

DISCLAIMERS OF WARRANTIES

ALTHOUGH RPX TRIES TO PROVIDE ACCURATE AND TIMELY INFORMATION THROUGH ITS RPX SERVICES, THERE MAY BE INADVERTENT TECHNICAL OR FACTUAL INACCURACIES AND TYPOGRAPHICAL ERRORS. RPX RESERVES THE RIGHT TO MAKE CHANGES AND

CORRECTIONS AT ANY TIME, WITHOUT NOTICE. THE INFORMATION PROVIDED THROUGH THE RPX SERVICES IS PROVIDED "AS IS" AND "AS AVAILABLE." RPX DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION, TEXT, GRAPHICS, LINKS OR OTHER ITEMS CONTAINED IN THE RPX SERVICES. RPX PROVIDES NO GUARANTEE AGAINST THE POSSIBILITY OF DELETION, MIS-DELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA. RPX EXPRESSLY DISCLAIMS ALL LIABILITY FOR ERRORS OR OMISSIONS IN, OR THE MISUSE OR MISINTERPRETATION OF, ANY INFORMATION CONTAINED IN THE RPX SERVICES. RPX MAY CHANGE INFORMATION CONTAINED IN THE RPX SERVICES AT ANY TIME AND MAKES NO COMMITMENT TO UPDATE THE INFORMATION CONTAINED IN THE RPX SERVICES. YOU ASSUME THE ENTIRE RISK AS TO THE USE OF THE RPX SERVICES.

FURTHER, RPX MAKES NO WARRANTIES REGARDING THE RPX SERVICES. RPX AND ITS AFFILIATES AND AGENTS (INCLUDING THIRD PARTY SERVICE PROVIDERS) DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE RPX SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR OTHER ELECTRONIC SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM RPX OR THROUGH OR FROM THE RPX SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

LIMITATION OF LIABILITY AND INDEMNIFICATION

YOU AGREE TO INDEMNIFY AND HOLD RPX AND ITS AFFILIATES, AGENTS, EMPLOYEES, AND LICENSORS (INCLUDING THE THIRD PARTY SERVICE PROVIDERS) HARMLESS FROM

ANY CLAIM, DEMAND, LOSS, COSTS OR EXPENSE, INCLUDING ATTORNEYS' FEES, MADE BY ANY PERSON ARISING OUT OF YOUR VIOLATION OF THIS AGREEMENT, STATE OR FEDERAL LAWS OR REGULATIONS, OR ANY OTHER PERSON'S RIGHTS, INCLUDING BUT NOT LIMITED TO INFRINGEMENT OF ANY COPYRIGHT OR VIOLATION OF ANY PROPRIETARY OR PRIVACY RIGHT.

UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO A NEGLIGENT ACT, WILL RPX OR ITS AFFILIATES, AGENTS, EMPLOYEES, OR LICENSORS (INCLUDING THIRD PARTY SERVICE PROVIDERS) BE LIABLE FOR ANY DAMAGES OF ANY KIND THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, ANY RPX SERVICE, EVEN IF ANY SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

IN NO EVENT WILL RPX OR ITS THIRD PARTY SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY TORT, CONTRACT OR ANY OTHER LIABILITY ARISING IN CONNECTION WITH THE USE OF AN RPX SERVICE, OR RELIANCE ON ANY INFORMATION OR SERVICES PROVIDED BY RPX. RPX AND ITS THIRD PARTY SERVICE PROVIDERS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU AND/OR ANY THIRD PARTY, REGARDLESS OF THE FORM OF ACTION, FOR ANY LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER, EVEN IF RPX OR ITS THIRD PARTY SERVICE PROVIDERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE RPX SERVICES; (ii) THE TIMELINESS, DELETION, MISDELIVERY, OR FAILURE TO STORE ANY USER DATA, COMMUNICATIONS OR PERSONALIZATION SETTINGS; (iii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE RPX SERVICES; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE ON THE RPX SERVICES; (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY, EVEN IF THE THIRD PARTY HAS BEEN ADVISED

PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (vii) ANY OTHER MATTER RELATING TO THE RPX SERVICES. YOU AGREE THAT YOU WILL NOT IN ANY WAY HOLD RPX RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES (INCLUDING THIRD PARTY SERVICE PROVIDERS) IN CONNECTION WITH THE RPX SERVICES.

Because some states prohibit the limitation of liability for consequential or incidental damages, in such states the limitation of liability only with respect to consequential or incidental damages may not apply to you, and the respective liability of RPX and its Third Party Service Providers, employees, distributors and agents is limited to the greatest extent allowable under applicable law in those states.

In the event that a court or arbitration panel, as the case may be, should hold that the limitations of liabilities or remedies available as set forth in this Agreement, or any portions thereof, are unenforceable for any reason, or that any of your remedies under this Agreement fail, then you expressly agree that under no circumstances will the total, aggregate liability of RPX and its Third Party Service Providers, employees, distributors, agents or affiliates, to you or any party claiming by or through you for any cause whatsoever, exceed \$100 (U.S.), regardless of the form of action and whether in contract, statute, tort or otherwise.

RESTRICTIONS ON USE

Except as otherwise permitted by RPX, no materials from the RPX Services or any site owned, operated, licensed or controlled by RPX may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. You may download material displayed on the RPX Services. If you do so, you agree to retain all copyright and other proprietary notices contained on the materials. You may not use, distribute, modify, transmit, or post the content of the RPX Services for public or commercial purposes, including any text, images, audio, or video without RPX's written permission.

TRADEMARKS AND COPYRIGHTS

The RPX Services are owned by RPX or its affiliates or agents (including the Third Party Service Providers) and are protected by United States copyright laws and international treaty provisions. All content, trademarks, services marks, trade names, logos, and icons are proprietary to RPX or its affiliates, licensors or agents (including the Third Party Service Providers). Other third-party products and brand names may be trademarks or registered trademarks of their respective owners, and may not be affiliated with RPX. Nothing contained in the RPX Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed on the RPX Services without the written permission of RPX or such third party that may own the trademarks displayed on the RPX Services. Your use of the trademarks displayed on the RPX Services, or any other content in the RPX Services, except as provided herein, is strictly prohibited.

Images displayed through the RPX Services are either the property of, or used with permission by, RPX. You are prohibited from using or authorizing the use of these images unless specifically permitted under the ROSA. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, or other regulations and statutes. Pursuant to Section 512(c)(2) of the Copyright Revision Act, as enacted through the Digital Millennium Copyright Act.

MODIFICATIONS, SUSPENSIONS AND TERMINATIONS OF RPX SERVICES

RPX reserves the right to modify or discontinue, temporarily or permanently, an RPX Service (or any part thereof) with or without notice. You agree that RPX will not be liable to you or to any third party for any modification, suspension or discontinuance of an RPX Service. Please keep in mind that extended periods of inactivity may also result in your enrollment in an RPX Service being canceled. The license granted under the ROSA will terminate if RPX believes that any information provided by you, including your email address, is no longer current or accurate, or if you fail to otherwise comply with any term or condition of the ROSA and all Rules and Guidelines for each RPX Service. Upon such violation, you agree to terminate access to the RPX Services.

GOVERNING LAW

The ROSA, and all future agreements you may enter into with RPX, unless otherwise indicated on such other agreement, will be governed by the law of the state of Oklahoma, USA without regard to conflicts of law principles thereof. This is the case regardless of whether you reside or transact business with RPX in Oklahoma or elsewhere. Unless a dispute would be governed by an applicable arbitration clause, you agree to submit to the personal and exclusive jurisdiction of the courts located within the City and County of Stillwater, Oklahoma. If any part of the ROSA is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

Click "I agree" for Your Signature

As noted above in the Consent to Electronic Records and Signature section, by clicking "I agree" you will be signing this Agreement with a binding electronic signature, and you acknowledge that you have read and understood this Agreement's terms and conditions.