

Terms and Conditions: Ipexx Product Registration Agreement

The Terms and Conditions of the Ipexx Product Registration Agreement ("Agreement") is by and between Ipexx LLC ("Ipexx") a Delaware Limited Liability Company and You, Your heirs, agents, successors, co-inventor(s), assignees, and assigns ("You"), and is made effective as of the date of electronic execution. This Agreement sets forth the terms and conditions of Your Product Registration and represents the entire agreement between You and Ipexx. By participating in this transaction, You acknowledge that You have read, understand, and agree to be bound by all the terms and conditions of this Agreement, along with any new, different or additional terms, conditions or policies which Ipexx may establish from time to time. You may view the latest version of this Agreement online. In addition to transactions entered into by You on Your behalf, You also agree to be bound by the terms of this agreement for transactions entered into on Your behalf by anyone acting as Your Agent, and transactions entered into by anyone who uses the account You have established with Ipexx, whether or not the transactions were in Your behalf. You agree that Ipexx may modify this agreement in order to comply with applicable law, as well as any Registration rules or policies that may be published from time to time by Ipexx.

Service: In consideration for Ipexx Product Registration ("service") of Your idea, product, concept, or invention submitted by You and Registered for You by Ipexx, You agree to pay Ipexx at the time service is provided. Payment is to be made by You by providing either a valid credit/debit card or appropriate auto bank debit authorization. You agree to pay such fees and you agree that we may auto debit your appropriate account until Your Product Registration is cancelled and or terminated. If for any reason Ipexx is unable to charge Your Payment Method for the full amount owed Ipexx for the service provided, or if Ipexx is charged a penalty for any fee it previously charged to your Payment Method, You agree that Ipexx may pursue all available remedies in order to obtain payment. You agree that among the remedies Ipexx may pursue in order to effect payment, shall include but will not be limited to, immediate cancellation without notice to You of any Product Registration or renewal in Your behalf. Ipexx reserves the right to charge a reasonable service fee for administrative tasks outside the scope of its regular services. These include, but are not limited to, customer services issues and disputes that require legal services. These charges will be billed to the Payment Method we have on file for You. You may change your Payment Method at any time by logging into Your Account. You agree to pay all charges and fees associated with the use of the Service, which charges may include, without limitation to monthly or annual service fees, and other contracted services. In addition, you agree to pay all applicable taxes. Ipexx shall have the right to change the amount of fees and charges from time to time at its discretion and upon reasonable advance notice. Monthly service shall be payable monthly in advance. If we receive partial payment of any such payments, we will apply such payment in the amounts and proportions to the outstanding charges as we determine. Our acceptance of any partial payment by you does not mean that we waive our rights to collect the full balance owed us. If authorized by You, Ipexx shall charge all amounts payable by You to Ipexx pursuant to this Agreement to your credit card in accordance with the credit card information provided by you. By providing a credit card number to us, You authorize us to continue charging the credit card for all monthly or annual fees (including without limitation applicable taxes) payable to Ipexx, and any other charges incurred by you and payable to Ipexx pursuant to this Agreement, until this Agreement is terminated. Monthly service fees may be charged up to 30 days in advance of the first day of the month for which the charges related. You agree to inform us immediately of any change in credit card information (including without limitation a change in expiration date). Your card issuer agreement governs use of the credit card in connection with the Service, and you must refer to that agreement with respect to your rights and liabilities as a cardholder. If Ipexx does not receive payment from your credit card issuer or its agents, you agree to pay all amounts due upon demand by us.

Satisfaction Policy: You may request a 100% refund for fees paid for Ipexx Product Registration for such fees paid within the previous 30 days. Should such request for a refund occur wherein fees have been paid in advance, such unused fees will be refunded on a pro rata basis in addition to a refund given for services provided in the previous 30 day period.

Third Party Confidential Disclosure: You agree to the terms and conditions set forth in the following Ipexx Manufacturer Confidential Disclosure Agreement for all parties obtaining access to Your Invention via the Ipexx Confidential Database:

IPEXX MANUFACTURER CONFIDENTIAL DISCLOSURE AGREEMENT

THIS AGREEMENT MUST BE SIGNED BEFORE ANY PARTY CAN OBTAIN ACCESS TO THE IPEXX CONFIDENTIAL DATABASE.

This Agreement is made between the below named Company, Manufacturer, Distributor, Assembler, Merchant, Agent, and or any other party and their respective employee's agents and or related affiliates (herein referred to as the Company), and the respective Inventors of record represented in the Ipexx Confidential Database (herein referred to as Inventor). The undersigned, in consideration of examining said Invention, with a purpose of opening negotiations to obtain a license to manufacture and sell said Invention, or place a non-binding order for said Invention, hereby agree on behalf of said Company to the following:

The Company, will keep said Invention, and any information pertaining to it, in strict confidence and will not sell, lease, assign, or in any other manner convey said invention to a third party without the written consent of said Inventor.

The Company will not disclose said Invention or data related thereto to anyone except for employees of said Company, sufficient to enable said Company to continue with negotiations for said license, and that anyone in said Company to whom said Invention is revealed, shall be informed of the confidential nature of the disclosure and shall agree to hold

confidential the information, and be bound by the terms hereof, to the same extent as if they had signed this Agreement, and they agree to be bound by this Agreement during and after employment with said Company.

The Company Representative noted below has the authority to make this Agreement on behalf of said Company.

It is understood that the undersigned and said Company shall not be prevented by the Agreement from selling, manufacturing, assembling, distributing, or otherwise developing any product heretofore sold by said Company, should such concurrent development occur without influence of said Invention.

The terms of the preceding section releasing, under certain conditions, the obligation to hold the disclosure in confidence does not however, constitute a waiver of any patent, copyright or other rights, which said Inventor may have.

Company: _____

Name of Company Representative: _____

Signature: _____

Title of Company Representative: _____

Date: _____

Intellectual Property: Ipexx does not claim any ownership of any idea, product, concept, or invention that You may submit. By using this service You warrant that the material or content complies with this agreement and that You consent and authorize Ipexx to list Your Invention on the Ipexx Confidential Database with all information pertaining to your submission via a secure searchable online database ("Product Registration"). You consent to and authorize Ipexx, its agents, suppliers, and affiliates to provide Product Registration of Your product and that You have the right to provide this authorization.

Termination and Expiration: You may cancel this agreement at any time. The term of this Agreement shall commence upon the Registration of Your product, and shall continue on a month to month or year to year basis thereafter until terminated as provided for in this Agreement or until superceded by a revised Agreement. You may terminate this Agreement for any reason at any time without prior notice if you fail to comply with the full terms of this Agreement, or for any other reason with 30 days notice to you. In the event Ipexx terminates the Service for any reason other than your violation of this Agreement, any fees and charges will accrue through the date of termination but any prepaid monthly service fees for Service not received will be refunded for any full months remaining that have been prepaid (less and outstanding amounts owed to Ipexx). All representations, warranties, indemnifications and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination.

Disputes: Except where prohibited, You agree that: any and all disputes, claims and causes of action arising out of or connected with this Service shall be resolved individually, without resort to any form of class action, and that any action relating to or arising out of this Agreement, shall be brought in the courts of Kent County, Delaware; any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with using this Service, but in no event attorneys' fees; and under no circumstances will You be permitted to obtain awards for, and You hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement, shall be governed by, and construed in accordance with, the laws of the State of Delaware. You agree to waive the right to trial by jury in any proceeding that takes place relating to or arising out of this agreement.

Terms of Agreement: The term of this agreement shall continue in full force and effect as long as You have any idea, product, concept or invention Registered with Ipexx . You agree that Ipexx may modify this agreement from time to time. Ipexx may also discontinue services it provides under this agreement. You agree to be bound by any changes Ipexx may make to this agreement when such changes become effective. You agree that Ipexx shall not be bound by any representations made by third parties who You may use to purchase services from Ipexx, and that any statements of a general nature, which may be posted on Ipexx's web site or be contained in Ipexx's promotional materials, will not bind Ipexx.

Up to date information; use of information and expiration: You agree to notify Ipexx within five (5) business days when any of the information You provided as part of the application and/or Registration process changes. It is Your responsibility to keep this information in a current and accurate status. Failure by You, for whatever reason, to provide Ipexx with accurate and reliable information on an initial and continual basis, shall be considered to be a material breach of this agreement. Failure by You, for whatever reason, to respond within five (5) business days to any inquiries made by Ipexx to determine the validity of information provided by You, shall also be considered to be a material breach of this agreement. You agree to retain a copy for Your record of the receipt for Registration of your idea, product, concept, or invention. You agree that for each idea, product, concept, or invention Registered by You,

the following contact data is required: postal address, email address, telephone number, and if available, a facsimile number for the Registered idea holder (You).

Limitations of Liability: You agree that Ipexx's entire liability to you under this agreement, and your only remedy, in connection with any service provided by Ipexx, to You under this agreement, and for any breach of this agreement by Ipexx, shall be limited to the fees you paid to Ipexx for the particular service in contention. Ipexx and its agents and contractors shall not be liable for any direct, indirect incidental, special, or consequential damages resulting from the use of or inability to use any of Ipexx's services or for the cost of obtaining substitute services. Because certain jurisdictions do not permit the limitation of elimination of liability for certain types of damage, Ipexx's liability shall be limited to the smallest amount permitted by law. Ipexx disclaims any loss or liability resulting from: access delays or interruptions to our web site; data non-delivery or mis-delivery; events beyond our control (i.e. acts of God); the failure for whatever reason to renew a Product Registration; the unauthorized use of Your account with Ipexx or any of services provided to You by Ipexx; errors, omissions or misstatements; deletion of, failure to store, or failure to process or act upon email messages; processing of updated information to Your Registration record; errors taking place with regard to the processing of Your application; any act or omission caused by You or Your agent (whether authorized by You or not). Ipexx and the Service and products it provides are provided "as is" without warranty of any kind, either expressed or implied. Neither Ipexx nor its affiliates, suppliers, or agents warrant that any Product Registration will result in any financial remuneration or interest in any idea, product, concept, or invention. Except as specifically provided in this Agreement, in no circumstance and under no legal theory (including without limitation tort, contract, and otherwise), shall Ipexx or its affiliates, suppliers, or agents have any liability to customer or to any person or entity for and direct, indirect, incidental, special, treble, punitive, exemplary, or consequential losses or damages, including without limitation loss of profits, loss of earnings, loss of business opportunities and personal injuries (including death), resulting directly or indirectly out of, or otherwise arising in connection with any Product or Service provided by Ipexx. Including without limitation any mistakes, omissions, interruptions, computer or other hardware of software breach, failure, or malfunction, deletion or corruption of files, work stoppage, errors, defects, delays in operation, delays in transmission, or failure of performance of the Service or Products provided by Ipexx; or any losses claims, damages, expenses, liabilities or costs (including legal fees) resulting directly or indirectly out of, or otherwise arising in connection with, any allegation, claim, suit or other proceeding based upon a contention that the use of any Ipexx Product or Service infringes the copyright, patent, trademark, trade secret, confidentiality, privacy, or other intellectual property rights or contractual rights of any third party. Your sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Should exclusion or limitation of implied warranties not be allowed such that the above exclusions may not apply; the liability of Ipexx and its affiliates, suppliers, and agents is limited to the maximum extent permitted by law.

Release: You agree to release, defend, indemnify and hold harmless Ipexx and its contractors, agents, employees, offices, directors, shareholders and affiliates from and against any losses, damages or costs, including reasonable attorney's fees, resulting from any claim, action, proceeding suit or demand arising out of or related to Your (including Your agents, affiliates or anyone using Your account with Ipexx whether or not on Your behalf, and whether or not with Your permission) use of the services provided by Ipexx. Should Ipexx be notified of a pending law suit, or receive notice of the filing of a lawsuit; Ipexx may seek a written confirmation from You concerning Your obligation to indemnify Ipexx. Your failure to provide such a confirmation may be considered a breach of this agreement.

Representation and Warranties: Customer Representations: You represent and warrant that You are at least 18 years of age. Additionally, you represent and warrant that the information you have provided and will provide to Ipexx during the term of this Agreement, including without limitation your legal name, address, telephone number(s), and payment data (including without limitation credit card numbers and expiration dates) is accurate, complete and current. You agree to promptly notify us, in accordance with the terms of this Agreement, if there is any change in the information that you have provided to us. Failure to provide and maintain accurate information constitutes a breach of this Agreement. You warrant that all information provided by You as part of the registration process is complete and accurate. You also warrant that each Registration You make is being done so in good faith and that You have no knowledge of it infringing upon or conflicting with the legal rights of a third party or a third party's Registration, trademark, copyright, trade name, patent, or other intellectual property. You agree that Ipexx makes no representations or warranties or any kind in connection with this agreement and specifically makes no guaranty to You against the possibility of objection to, or challenge of, the concept, product, idea, or invention You Register with Ipexx. Ipexx expressly reserves the right to deny or cancel any Registration that it deems necessary, in its discretion, to protect the integrity and stability of the Registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute, or to avoid any liability, civil or criminal, on the part of Ipexx, as well as its affiliates, subsidiaries, officers, directors and employees.

Severability & Entirety: You agree that the terms of this Agreement are severable. If any part of this Agreement is determined to be unenforceable or invalid, that part of the agreement will be interpreted in accordance with applicable law as closely as possible, in line with the original intention of both parties to the Agreement. The remaining terms and conditions of the Agreement will remain in full force and effect. You agree that this agreement constitutes the complete and only agreement between You and Ipexx regarding the services contemplated herein.

Notices: You agree that all notices (except for notices concerning breach of this agreement) from Ipexx to You may be posted on our web site and will be deemed delivered within thirty (30) days after posting. Notices concerning breach will be sent either to the email address You have on file with Ipexx or mailed first class postage to the postal address You have on file with Ipexx. In both cases, delivery shall be deemed to have been made five (5) days after the date sent. Notices from You to Ipexx shall be made either by email, sent to the address we provide on our web site, or first class mail to our address at: Ipexx LLC, 1101 Pennsylvania Avenue NW, 7th Floor, Washington, D.C. 20004, USA.