

Tradespace – Patent Drafting Tool Terms of Use

Effective Date: November 10, 2025

This Terms of Use agreement (this “**Agreement**”) is entered into between Tradespace, Inc. (“**Tradespace**”) and the entity or individual placing an order for or accessing the Patent Drafting Tool (“**Customer**”), and is effective as of the earlier of Customer’s initial access to the Patent Drafting Tool through any online provisioning, registration, or order process, and the effective date of the first Order (the “**Effective Date**”). By registering for an Account, placing an Order, or accessing or using the Patent Drafting Tool in any manner, Customer agrees to be bound by this Agreement. If Customer does not agree to be bound by this Agreement, Customer will not, and Customer will not have any right to, access or use the Patent Drafting Tool. The individual entering into this Agreement represents that they have the legal authority to bind the Customer to this Agreement. Tradespace and Customer may be referred to in this Agreement as a “**Party**” or collectively as the “**Parties**.”

1. PATENT DRAFTING TOOL

- 1.1 **Patent Drafting Tool.** Tradespace makes available to its customers its AI-driven, SaaS-deployed “Patent Drafting” tool that is designed to assist Customer’s authorized employees, contractors, and representatives (“**Users**”) with gathering, organizing, structuring, and synthesizing initial drafts of patent applications (“**Patent Drafting Tool**”).
- 1.2 **Account.** In order to access the Patent Drafting Tool, Customer will be required to register an account with Tradespace (“**Account**”). Customer will: (a) provide true, accurate, current, and complete information when registering its Account (the “**Registration Data**”); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. If Customer provides any Registration Data that is untrue, inaccurate, incomplete or not current, or Tradespace reasonably suspects that any Registration Data is untrue, inaccurate, incomplete or not current, Tradespace has the right to suspend or terminate the Account and refuse any and all current or future use of the Patent Drafting Tool by Customer or any of its Users. Customer agrees not to create an Account using a false identity or information, or for the benefit of or on behalf of any third party. Customer agrees not to create an Account or use the Patent Drafting Tool if Customer has previously been removed or banned from the Patent Drafting Tool or any other Tradespace platforms, products, or services.
- 1.3 **Access Rights.** Subject to the terms and conditions of this Agreement, Tradespace grants Customer and its Users a non-exclusive, non-transferable, and non-sublicensable right to access and use the Patent Drafting Tool during the Term solely for Customer’s internal business purposes and in accordance with the documentation made available by Tradespace, as may be updated by Tradespace from time to time (“**Documentation**”), and the Tradespace-provided ordering document, online registration, order description, or order confirmation referencing this Agreement (each, an “**Order**”), including any usage limits set forth in the Order or Account. No other rights or licenses are granted to Customer, and Tradespace reserves all rights, including all intellectual property rights, not expressly granted by Tradespace, under this Agreement. Tradespace reserves the right to modify Patent Drafting Tool at any time in an effort to improve and enhance its customers’ use and experience with the Patent Drafting Tool.
- 1.4 **Acceptable Use, Restrictions, and Monitoring.** Customer will: (a) be responsible for its Users’ compliance with this Agreement; (b) use reasonable efforts to prevent unauthorized access to or use of the Patent Drafting Tool and Documentation and notify Tradespace promptly after becoming aware of any such unauthorized access or use; and (c) use the Patent Drafting Tool only

in accordance with the Documentation and all applicable laws and regulations. Customer will not, directly or indirectly: (i) make the Patent Drafting Tool or Documentation available to anyone other than its Users; (ii) sell, resell, license, sublicense, rent, lease, or commercialize the Patent Drafting Tool or Documentation; (iii) use the Patent Drafting Tool to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party intellectual property or privacy rights; (iv) use the Patent Drafting Tool to store or transmit viruses or malicious code; (v) interfere with or disrupt the integrity or performance of the Patent Drafting Tool; (vi) attempt to gain unauthorized access to the Patent Drafting Tool or any related systems, software, hardware, or networks; (vii) de-compile, decrypt, reverse engineer, disassemble, or otherwise reduce the Patent Drafting Tool to human-readable form or attempt to access the source code of the Patent Drafting Tool; or (viii) access or use the Patent Drafting Tool or Documentation to create a product, service, or technology that is competitive with the Patent Drafting Tool. Tradespace will have the right (but not the obligation) to monitor Customer's and Users' use of the Patent Drafting Tool to confirm compliance with the terms of this Agreement.

- 1.5 Ownership.** Tradespace and its licensors own all rights, title, and interest, including all intellectual property rights, in and to the Patent Drafting Tool, and all software, technology, materials, ideas, concepts, inventions, processes, techniques, and know-how used, provided, or made available by Tradespace in connection with the Patent Drafting Tool, and all modifications, improvements, and derivatives of any of the foregoing. In the event Customer or any of its Users provide Tradespace with any feedback, corrections, enhancement requests, or suggestions related to the Patent Drafting Tool ("**Feedback**"), Customer grants Tradespace a royalty-free, fully-paid-up, perpetual, irrevocable, transferable, and sublicensable right and license to use and exploit such Feedback for any lawful purposes, including the incorporation of such Feedback into the Patent Drafting Tool. Any Feedback is provided for "as is" and will not identify Customer.
- 1.6 Customer Data.** All data, content, and information that Customer uploads to, transmits into, makes available to, or stores in the Patent Drafting Tool (collectively, "**Customer Data**"), is, as between the Parties, owned by Customer. Customer is solely responsible for: (a) creating backup copies of Customer Data at Customer's sole cost and expense; (b) the accuracy, completeness, quality, and legality of all Customer Data, including the means by which Customer acquired Customer Data; and (c) obtaining and maintaining all consents, licenses, and rights required from third parties to allow Tradespace to access, use, store, and process Customer Data as contemplated in this Agreement and to exercise the license rights to Customer Data as set forth below. Tradespace reserves the right in its sole discretion to refuse or remove any Customer Data from the Patent Drafting Tool if Tradespace reasonably believes it violates this Agreement, applicable laws or regulations, or any third-party rights. Customer grants to Tradespace and its applicable service providers and contractors a worldwide, non-exclusive license to host, use, reproduce, modify, transmit, display, and create derivative works of Customer Data: (a) as reasonably necessary to provide the Patent Drafting Tool to Customer and its Users; (b) to further develop, improve, train, and fine-tune the Patent Drafting Tool and its related technology; and (c) to collect, analyze, aggregate, and use in anonymized form learnings and information derived from Customer Data (collectively "**Analyses**"); provided that in each case, Tradespace will comply with all applicable laws and regulations, and will not disclose any Analyses in a manner that could identify Customer or any User.
- 1.7 Third Party Products.** Customer may choose to use or interoperate the Patent Drafting Tool with certain products, services, applications, APIs, functionality, or content that is provided by a third party or by Customer (collectively, "**Third Party Products**"). Use of Third Party Products is subject to Customer's agreement with the relevant provider and not this Agreement. Tradespace does not control and has no liability for Third Party Products, including their security,

functionality, operation, availability, or interoperability, or how they or their providers use Customer Data. If Customer enables, or Tradespace enables upon Customer's request, a Third Party Product for use with the Patent Drafting Tool, Customer acknowledges and agrees that Tradespace may access and exchange Customer Data with the Third Party Product on Customer's behalf.

1.8 AI Technology.

- 1.8.1 The Patent Drafting Tool may include, incorporate, be derived from, or leverage, and in providing the Patent Drafting Tool Tradespace may utilize or employ, artificial intelligence related technology, systems, applications, models (including large language models), algorithms, tools, or services that perform tasks commonly associated with human intelligence, such as learning, reasoning, predictive analytics, or generative content creation, whether owned by Tradespace or licensed from third parties (collectively, "**AI Technology**"), and data, content, recommendations, suggestions, predictions, text, images, or other information and materials produced, in whole or in part, through the use of AI Technology, including in response to Customer Data transmitted to the Patent Drafting Tool ("**AI-Generated Output**"). Upon Customer's request, Tradespace will provide any reasonably requested information regarding the general nature of such AI Technology.
- 1.8.2 Customer acknowledges and agrees that Customer Data will be transmitted to and processed by AI Technology, and that AI Technology and AI-Generated Output are probabilistic by nature and may generate incomplete, inaccurate, or inappropriate results. Accordingly, AI-Generated Output is provided "as is," "with all faults," and "as available," and is intended for informational purposes only. Tradespace does not warrant, represent, guarantee, or covenant that AI-Generated Output will be accurate, complete, error-free, reliable, current, fit for any particular purpose, non-infringing, or compliant with Customer's internal policies or any applicable law or regulation. Customer is solely responsible for: (a) reviewing, validating, and approving all AI-Generated Output prior to any reliance on or use of such AI-Generated Output, including evaluating the accuracy, completeness, and suitability of the AI-Generated Output for Customer's use cases, and subjecting the AI-Generated Output to appropriate quality control procedures, including human review and verification; and (b) ensuring that its use of AI-Generated Output complies with all applicable laws and regulations, industry standards, and Customer's business and contractual obligations. Customer agrees that Tradespace shall have no responsibility or liability arising from the provision of inaccurate, incomplete, or inappropriate AI-Generated Output, or any decisions Customer makes in reliance on any AI-Generated Output.
- 1.8.3 AI-Generated Output resulting from Customer's use of the Patent Drafting Tool shall be deemed Customer Data under this Agreement and Tradespace does not claim ownership of any such AI-Generated Output. Notwithstanding the foregoing, Customer understands that AI-Generated Output may not be unique, and that AI Technology may generate the same or similar output for other users of the Patent Drafting Tool. Customer acknowledges that it may not have any proprietary rights in or to any AI-Generated Output if the same or similar output has been generated by the Patent Drafting Tool for other users.

2. TERM, FEES, AND TAXES

- 2.1 **Term.** Unless otherwise specified in the applicable Order, the term for Customer's use of the Patent Drafting Tool ("**Term**") will renew for successive periods equal in length to the initial term specified in the Order, unless either Party gives the other party notice of non-renewal at least 30 days prior to the expiration of such initial term or the then-current renewal term. Upon notice of

non-renewal, Customer will not be charged for the next billing cycle but will not receive any refunds or credits for amounts that have already been charged.

2.2 **Fees.** Any applicable fees for Customer's access to and use of the Patent Drafting Tool are as described in each Order ("**Fees**"). Fees will be due and payable by Customer in accordance with the payment terms and schedule set forth in the Order or otherwise in Customer's Account. If paying by credit card or other valid payment method accepted by Tradespace ("**Payment Account**"), Customer hereby authorizes Tradespace and its third party payment processing service provider ("**Payment Processor**") to charge the Payment Account for the applicable Fees upon the applicable due date. Customer authorizes Tradespace to provide the Payment Processor with Customer's payment and Payment Account information. Customer may change its Payment Account method or information by entering updated information in Customer's Account. Fees for renewal terms will be at Tradespace's then-current rates, regardless of any discounted pricing applicable to the initial term or a previous renewal term. Late payments are subject to a service charge of 1.5% per month or the maximum amount allowed by applicable law, whichever is less. All payment obligations are non-cancelable and all Fees paid are non-refundable.

2.3 **Fee Disputes.** In the event any Fees are subject to a good faith dispute by Customer, Customer will notify Tradespace in writing within ten (10) days after the payment due date, and will continue payment of all undisputed Fees pending the outcome of the dispute resolution. In the event that Tradespace is unable to charge Customer's Payment Account or does not receive payment within ten (10) days after the applicable due date, Tradespace reserves the right to suspend Customer's and its Users' access to the Patent Drafting Tool until payment is received.

2.4 **Taxes.** The Fees exclude, and Customer will be solely responsible for, all sales, use, goods and services, value-added, excise, withholding, and similar taxes and levies of any kind imposed by any taxing or governmental authority in connection with Customer's and its Users' access to and use of the Patent Drafting Tool and payment of Fees (excluding taxes based solely on Tradespace's income).

3. TERMINATION

3.1 **Termination for Cause.** Either Party may terminate this Agreement (including all Orders) if the other Party fails to cure its material breach of this Agreement (including a failure to pay Fees) within 30 days after its receipt of notice of such breach.

3.2 **Termination for Convenience.** Either Party may terminate this Agreement (including all Orders) at any time for any or no reason upon 90 days' notice to the other Party, provided, however, Customer will not be entitled to a refund of any pre-paid Fees.

3.3 **Effects of Termination.** Upon expiration or termination of this Agreement for any reason: (a) Customer and its Users must immediately cease all use of the Patent Drafting Tool; (b) Customer must immediately pay Tradespace for all outstanding Fees; (c) each Party shall return or permanently erase and destroy the other Party's Confidential Information in its possession or control; and (d) the Sections titled "*Acceptable Use, Restrictions, and Monitoring*," "*Ownership*," "*Customer Data*," "*Fees*," "*Fee Disputes*," "*Taxes*," "*Effects of Termination*," "*Confidentiality*," "*Indemnification*," "*Limitation of Liability*," and "*Miscellaneous*" will survive such expiration or termination.

4. REPRESENTATIONS AND WARRANTIES

- 4.1 **Mutual Representations and Warranties.** Each Party represents and warrants that: (a) it is an entity in good standing in the jurisdiction in which it is registered; (b) it has full right, power, and authority to enter into this Agreement and to perform its obligations herein; and (c) it will comply with all laws and regulations applicable to the performance of its obligations or exercise of its rights under this Agreement.
- 4.2 **Disclaimer.** EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE SECTION TITLED “*MUTUAL REPRESENTATIONS AND WARRANTIES*,” TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PATENT DRAFTING TOOL AND ALL RELATED TECHNOLOGY AND SERVICES ARE PROVIDED BY TRADESPACE “AS IS” AND “AS AVAILABLE,” AND TRADESPACE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, ORAL OR WRITTEN, INCLUDING THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE PATENT DRAFTING TOOL WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE. FURTHER, TRADESPACE MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PATENT DRAFTING TOOL OR RELATED TECHNOLOGY OR SERVICES.

5. CONFIDENTIALITY

- 5.1 **Confidential Information.** The term “**Confidential Information**” means non-public information that is disclosed or made available by a Party (“**Discloser**”) to the other Party (“**Recipient**”) that is designated by the Discloser as confidential or that the Recipient knows or should reasonably know is confidential given the nature of the information or circumstances of disclosure. Without limiting the foregoing, Customer Data is the Confidential Information of Customer, and the Documentation and Patent Drafting Tool are the Confidential Information of Tradespace. Confidential Information does not include any information which, as reasonably shown by Recipient’s records: (a) is or becomes generally known and available to the public through no fault of the Recipient; (b) was already in the Recipient’s possession free of any obligation of confidentiality at the time of disclosure by the Discloser; (c) is lawfully obtained by the Recipient from a third party free of any obligation of confidentiality; or (d) is independently developed by the Recipient without use of, or reference to, the Discloser’s Confidential Information.
- 5.2 **Obligations.** The Recipient agrees to protect the Confidential Information of the Discloser in the same manner that it protects the confidentiality of its own confidential information of like kind, but in no event using less than a reasonable standard of care. The Recipient will not: (a) use any Confidential Information of the Discloser for any purpose other than to perform its obligations or exercise its rights under this Agreement; and (b) disclose or make the Discloser’s Confidential Information available to any person or entity, except to its employees, service providers, contractors, and agents that are bound by obligations of non-disclosure and non-use consistent with those set forth herein and have a “need to know” in order to assist the Recipient with performing its obligations or exercising its rights under this Agreement. If the Recipient is compelled by law to disclose Confidential Information of the Discloser, it shall provide prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Discloser’s expense, if the Discloser wishes to contest the disclosure. Due to the unique nature of the Parties’ Confidential Information, there can be no adequate remedy at law for a Party’s breach of its obligations under this Section, and any such breach will result in irreparable harm to the non-breaching Party. Therefore, upon any such breach or threat thereof, the Party alleging breach shall be entitled to seek injunctive and other appropriate equitable relief,

notwithstanding any requirement to post bond or security, in addition to any other remedies available to it.

6. **INDEMNIFICATION.** Each Party (as the “**Indemnitor**”) will defend, and hold harmless the other Party and its affiliates, and its and their respective officers, directors, employees, and agents (each, an “**Indemnified Party**”) from and against any allegation, claim, lawsuit, action, and proceeding brought against an Indemnified Party by an unaffiliated third party (each, a “**Claim**”), and indemnify such Indemnified Party for all damages, losses, costs, and expenses (including reasonable attorneys’ fees) incurred by such Indemnified Party as a result of such Claim, to the extent such Claim arises from: (a) the Indemnitor’s breach of this Agreement; (b) the infringement of any such third party’s intellectual property rights by any technology or materials provided or made available to such Indemnified Party by the Indemnitor; or (c) the Indemnitor’s negligence or intentional misconduct.
7. **LIMITATION OF LIABILITY.** EXCEPT FOR A PARTY’S LIABILITY FOR ITS BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, ITS INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, ITS VIOLATION OF THE OTHER PARTY’S INTELLECTUAL PROPERTY RIGHTS, OR ITS GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, THE PROCUREMENT OF SUBSTITUTE GOODS, OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, UNDER ANY THEORY OF LIABILITY, EVEN IF SUCH PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) IN NO EVENT WILL EITHER PARTY’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER TO TRADESPACE UNDER THIS AGREEMENT IN THE 6 MONTHS PRECEDING THE INITIAL EVENT GIVING RISE TO ANY LIABILITY. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT.

8. **MISCELLANEOUS**

- 8.1 **Governing Law; Exclusive Venue.** This Agreement is governed by, and construed in accordance with, the internal laws of the State of California, without giving effect to any choice or conflict of law provisions or rules that would require or permit application of the laws of any other jurisdiction. Any legal suit, action, or proceeding arising out of or related to this Agreement must be instituted exclusively in the federal courts of the United States or the courts of the State of California, in each case that are located in San Francisco, California, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- 8.2 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement in its entirety without such consent in connection with its reorganization, merger, change of control, or sale of all or substantially all of its assets and/or stock. Any attempted assignment in violation of this Section will be null and void.
- 8.3 **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications required or permitted under this Agreement must be delivered in writing, if to Tradespace, by emailing ar@tradespace.io, if to Customer, by email to the email account in Customer’s Account. Each Party may change its email address for receipt of notice by giving notice of such change to the other Party in accordance with this Section. Notices sent in accordance with this Section shall

be deemed effective on the date sent by email (in each case, with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient.

- 8.4 **General.** No failure to exercise, and no delay in exercising, on the part of either Party, any right hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right hereunder preclude further exercise of any other right hereunder. Neither Party will be liable to the other for any failure or delay in the performance of such Party's non-monetary obligations due to causes beyond its reasonable control, such as failure or delay caused by fire, natural disaster, epidemics or pandemics, acts of God, civil disorders, or Internet or power failures. If any provision of this Agreement is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any waivers hereunder or amendments to this Agreement will be effective only if made in writing and signed by a representative of each Party authorized to bind such Party. This Agreement (including all Orders) constitutes the entire agreement between the Parties relating to subject matter hereof and supersedes all prior or contemporaneous agreements concerning such subject matter (whether written or oral). The relationship between the Parties is that of an independent contractor, and nothing in this Agreement is intended to, or will be construed to, create a partnership, agency, joint venture, employment or similar relationship. For purposes of this Agreement the word "including", and correlative terms, means inclusion without limitation.