

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is entered this 22nd day of June 2016 (the “Effective Date”), by and between WTS Paradigm, LLC (“WTS”) and EdgeAQ, LLC (“EdgeAQ”).

**WHEREAS**, on November 17, 2014, EdgeAQ filed suit against WTS in *EdgeAQ, LLC v. WTS Paradigm, LLC*, Case No. 3:14-cv-02264, in the United States District Court for the Middle District of Tennessee (the “Tennessee litigation”); and

**WHEREAS**, the United States Court for the Middle District of Tennessee dismissed the Tennessee litigation on May 29, 2015; and

**WHEREAS**, after the dismissal of the Tennessee litigation, WTS filed suit against EdgeAQ in the United States District Court for the Western District of Wisconsin, Case No. 15-cv-330 on May 29, 2015 (the “Wisconsin litigation”);

**WHEREAS**, in the course of the Wisconsin litigation, EdgeAQ and WTS have asserted various amended claims, counterclaims, and counter-counterclaims related to certain patents, alleged trade secrets, and other torts; and

**WHEREAS**, WTS filed proceedings claiming invalidity before the Patent Trial and Appeal Board involving various patents owned by EdgeAQ including the following proceedings: CBM2015-00054 (Pat. 7,461,049), CBM2015-00055 (Pat. 6,180,401), IPR2016-00199 (Pat. 7,805,461), and IPR2016-00701 (Pat. 8,582,802); and

**WHEREAS**, EdgeAQ asserts that it is the sole owner of U.S. Patent Nos. 7,461,049 (the “’049 patent”); 6,180,401 (the “’401 patent”); 7,860,690 (the “’690 patent”); 7,805,461 (the “’461 patent”); 8,582,802 (the “’802 patent”); 7,219,100 (the “’100 patent”); 7,869,981 (the “’981 patent”); and 8,280,700 (the “’700 patent”); and

**WHEREAS**, WTS has consistently maintained that it has not misappropriated or used any trade secret information belonging to EdgeAQ or its predecessor, Edgenet, Inc. (“Edgenet”); that WTS has not infringed any valid patent claim owned by EdgeAQ or Edgenet; and that WTS has not committed any other asserted torts against EdgeAQ or Edgenet; and

**WHEREAS**, the parties desire to fully resolve all current disputes between the parties and establish a means to attempt to resolve potential future conflicts prior to initiating litigation; and

**WHEREAS**, the parties acknowledge and understand that this Agreement contains a compromise and settlement of all claims and disputes between the parties related to the Lawsuit and is not an admission of fault or liability by either party.

NOW THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

1. **ATTORNEY FEES, EXPENSES, AND COSTS.** Each of the parties shall bear the costs of their own attorneys' fees and expenses related to the Tennessee litigation, Wisconsin litigation, CBM2015-00054, CBM2015-00055, IPR2016-00199, and IPR2016-00701.

2. **DISMISSAL OF LAWSUIT.**

(a) Within two calendar days of the Effective Date of this Agreement the parties shall notify the Court in the Wisconsin litigation that they have reached a resolution of the lawsuit.

(b) Within two calendar days of the Effective Date of this Agreement the parties shall notify PTAB in CBM2015-00054, CBM2015-00055, IPR2016-00199, and IPR2016-00701 that they have reached a resolution of the lawsuit and will be requesting dismissal without decisions.

(c) Within five calendar days of the Effective Date of this Agreement, the parties shall (i) file a joint stipulation of dismissal with prejudice of all claims, counterclaims, counter-counterclaims, and third-party claims in the Wisconsin litigation and (ii) file requests to dismiss without decisions in CBM2015-00054 (Pat. 7,461,049), CBM2015-00055 (Pat. 6,180,401), IPR2016-00199 (Pat. 7,805,461), and IPR2016-00701 (Pat. 8,582,802).

3. **DELETION OF DOCUMENTS AND FILES.** In addition to any other obligations in this Agreement, WTS agrees as follows:

(a) WTS shall permanently delete and destroy any and all copies of any confidential or non-publicly available Edgenet or EdgeAQ documents or files in its possession, custody, or control, including, without limitation, any communication, documents and files received from Stephen Cork, any filtering logic, master question and answer lists, and any files that WTS has reason to believe are related to any catalog for use with the m2o system (including, without limitation, .rul files, .rlz files, .pin files, pk.bin files, .pvc files, .xvc files, .xpv files, .qlf files, .cip files, .hlp files, .png files, .jpg files, .gif files, .mdb files, .cat files, .def files, .pro files, .html files, .xml files, and/or .log files originating with Edgenet or EdgeAQ) on any paper, computer, mobile device (including without limitation mobile phone, tablet, iPad), network, and/or system in its possession, custody, or control; except that outside counsel for WTS may retain a copy of any and all such documents to the extent any exist in outside counsel's litigation files related to the Tennessee litigation and the Wisconsin litigation; and

(b) WTS shall instruct, in writing, all of its employees and officers to permanently delete and destroy any and all copies of any confidential or non-publicly available Edgenet or EdgeAQ documents or files in their possession, custody, or control, including, without limitation, any communication, documents and files received from Stephen Cork, any filtering logic, master question and answer lists, and any files that WTS has reason to believe are related to any catalog for use with the m2o system (including, without limitation, .rul files, .rlz files, .pin files, pk.bin

files, .pvc files, .xvc files, .xpv files, .qlf files, .cip files, .hlp files, .png files, .jpg files, .gif files, .mdb files, .cat files, .def files, .pro files, .html files, .xml files, and/or .log files originating with Edgenet or EdgeAQ) on any paper, computer, mobile device (including without limitation mobile phone, tablet, iPad) network, and/or system in their possession, custody, or control.

4. **RESERVED**

5. **COVENANT NOT TO SUE.** EdgeAQ hereby (a) reaffirms and incorporates by reference the Covenant Not to Sue involving the '401 patent, '049 patent, and '690 patent, a copy of which is attached hereto as Exhibit 1, and (b) grants a Covenant Not Sue on the same terms as in Exhibit 1 for the '461 patent, '802 patent, '100 patent, '981 patent, and '700 patent which is attached as Exhibit 2.

6. **AGREEMENT NOT TO CONTEST.** WTS agrees not to contest and/or assist any third party(s) to contest the validity, enforceability, and/or term of the '401 patent, '049 patent, '690 patent, '461 patent, '802 patent, '100 patent, '981 patent, and/or '700 patent through litigation, *inter partes* review, covered business patent review, *ex parte* reexamination, or otherwise.

7. **FULL RELEASE OF PARTIES.** WTS on its behalf and on behalf of its predecessors, parents, subsidiaries, affiliates, owners, shareholders, members, officers, directors, employees, representatives, agents, attorneys, successors and assigns hereby releases EdgeAQ, its past, current and future predecessors, parents, subsidiaries, owners, shareholders, members, officers, directors, employees, representatives, agents, customers, end users, licensees, contractors, suppliers, attorneys, insurers, successors and assigns from any and all claims, causes of action, actions, debts, liabilities, obligations, promises, covenants, contracts, controversies, damages, expenses, rights, and demands of any nature whatsoever, in law or in equity, known or unknown, fixed or contingent, that were raised or could have been raised in the Tennessee Litigation and/or the Wisconsin Litigation. EdgeAQ on its behalf and on behalf of its predecessors, parents, subsidiaries, affiliates, owners, shareholders, members, officers, directors, employees, representatives, agents, attorneys, successors and assigns hereby releases WTS, its past, current and future predecessors, parents, subsidiaries, owners, shareholders, members, officers, directors, employees, representatives, agents, customers, end users, licensees, contractors, suppliers, attorneys, insurers, successors and assigns from any and all claims, causes of action, actions, debts, liabilities, obligations, promises, covenants, contracts, controversies, damages, expenses, rights, and demands of any nature whatsoever, in law or in equity, known or unknown, fixed or contingent, that were raised or could have been raised in the Tennessee Litigation and/or the Wisconsin Litigation. The only exception to the foregoing release by EdgeAQ is that EdgeAQ does not release any breach of contract claims against EdgeAQ's customers that are not based on the customer's use of any WTS software or that does not arise out of WTS's provision of services to the customer. For sake of clarity, EdgeAQ is, however, specifically waiving any and all claims against WTS's customers and EdgeAQ's customers (to the extent that such EdgeAQ customers are also WTS's customers) that relate to the use of WTS's software or WTS's provision of services to such customers and EdgeAQ is waiving any and all claims against WTS

that relate in any way to a breach of contract claim by EdgeAQ against any customers, whether EdgeAQ's customers or WTS's customers. For additional clarity, EdgeAQ maintains any right to sue EdgeAQ's customers or former customers for breach of contract to seek monetary damages for any improper disclosure of confidential or trade secret information (including any qualifying catalog materials) that breaches its agreements, but will not seek any injunctive or equitable relief that would impact WTS's software in any way. The parties' past, current and future predecessors, parents, subsidiaries, owners, shareholders, members, officers, directors, employees, representatives, agents, customers, prospective customers, end users, licensees, contractors, suppliers, attorneys, insurers, successors and assigns are third-party beneficiaries of this Paragraph 7. The Parties hereby represent and warrant that up to and including the Effective Date, they have not assigned, transferred, gifted, compromised, released or otherwise alienated in any way, in whole or in part, any claims that they have against any of the released individuals and entities in this Paragraph 7.

8. **NO ADMISSION OF LIABILITY.** The terms and provisions set forth in this Agreement are not and shall not be construed as an admission by either party of any wrongdoing, violation of any law, and/or any liability whatsoever.

9. **RIGHTS GRANTED.** Except as otherwise set forth in this Agreement, neither party grants any other rights to the other party.

10. **FUTURE DISAGREEMENTS/NOTICE OF DISPUTE** Should there be a dispute in the future arising out of this Agreement or otherwise (including, without limitation, claims not involved in the Tennessee litigation or Wisconsin litigation), then the aggrieved party must first contact the other party directly in writing in an effort to resolve the dispute short of litigation (the "Notice of Dispute"). The responding party shall have fifteen (15) days after such Notice of Dispute to cure any breach of this Agreement or otherwise reach a resolution of the dispute in writing signed by the respective parties to the dispute. If any breach is not cured or other resolution reached in writing signed by the respective parties within fifteen (15) days of providing notice, the parties agree that either party may proceed with litigation. The point of contact for each party is as follows:

(a) WTS Paradigm, LLC  
Attn: Nathan Herbst, CEO  
1850 Deming Way, Suite 120  
Middleton, WI 53562

With a copy to:  
Quarles & Brady, LLP  
Attn: Attorney Anthony A. Tomaselli  
33 East Main Street, Suite 900  
Madison, Wisconsin 53703

(b) EdgeAQ, LLC  
Attn: Steve Proctor, CEO  
2948 Sidco Dr.  
Nashville, TN 37204

With a copy to:  
Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.  
Attn: Attorney Christopher A. Sloan  
211 Commerce Street, Suite 800  
Nashville, Tennessee 37201

11. **CAPACITY TO RELEASE.** Both parties hereby declare that in making this Agreement none of the parties has been influenced to any extent by any representations or statements regarding any matter by any other party or any representative of any party. Each person signing this Agreement represents and warrants that he is fully authorized to execute this Agreement by the party on whose behalf he is signing this Agreement.
12. **TIME IS OF THE ESSENCE.** The parties recognize that time is of the essence in carrying out the terms and conditions of this Agreement.
13. **NON-WAIVER.** The failure of any party to this Agreement at any time to enforce any of the terms, provisions or conditions of this Agreement or to exercise any right hereunder shall not constitute a waiver of the same or affect that party's right thereafter to enforce the same.
14. **ENTIRE AGREEMENT.** This Agreement (including its exhibits) constitutes the entire Agreement by the parties and may not be amended or modified, except in writing signed by all parties. All prior understandings and agreements between the parties are merged in this Agreement, which alone fully and completely expresses their understanding.
15. **SEVERABILITY.** If any provision of this Agreement is held by a court to be invalid or unenforceable, then that provision will be deemed severed from this Agreement and the remaining provisions shall continue in full force and effect.
16. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
17. **CAPTIONS.** The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or the intent of this Agreement or the intent of any of its provisions.
18. **SUCCESSORS.** The terms and conditions of this Agreement shall be binding on and inure to the benefit of the parties and their respective successors, assigns, and personal representatives.

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