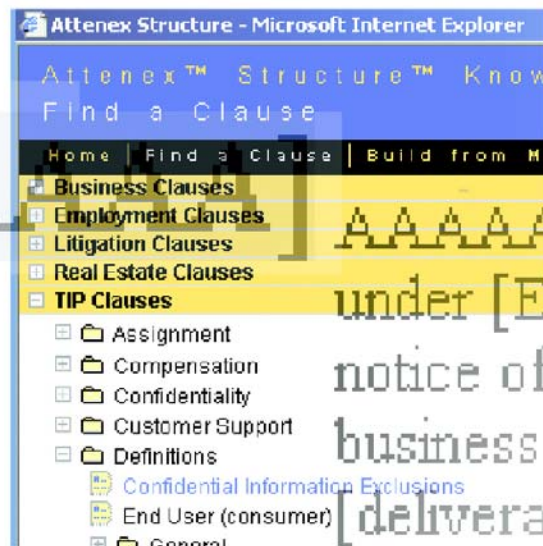


Are You Leveraging Your Intellectual Assets?

[BBBBB]

[AAA]



AAAAAA will evaluate each under [Exhibit A]. Unless A notice of rejection to BBBB business days after AAAAA [deliverable], the [deliverable] accepted. If AAAAA re




Are You Leveraging Your Intellectual Assets?

Successfully capturing knowledge and effectively sharing expertise – these are constant challenges for legal organizations, especially as demands for quality and rigorous cost-management grow.

Consider the following issues with which busy lawyers wrestle on a daily basis:

- Storing some critical piece of language, case update, or other valuable legal nugget in a “safe” place, only to discover that when you need it, it’s buried somewhere in your hard drive or hidden in one of those 47 email folders.
- “Re-inventing the wheel” by re-creating a standard agreement or form for yet another client.
- Re-using content from an old agreement and wondering whether the language remains current and valid in light of intervening changes in the law.
- Spending hours educating other lawyers on issues and concerns regarding a specific topic area in which you are the resident expert.
- Responding to broadcast emails in which colleagues are looking for language or insight into a particular issue.
- Spending time updating forms located on multiple desktops, hard drives or laptops when regulatory changes require a change in your corporate payment policy in every agreement used company-wide.



Today, wasting time drafting standard agreements from scratch, searching for “tucked away” language, tracking down topic-specific experts or worrying about whether recycled language remains current is unacceptable. These tedious, time-consuming tasks are costly and steal time from the strategic, situation-specific thinking that creates value.

Tools for change are required. Attenex Structure Knowledge Assembler provides a means to capture and re-use the building blocks of institutional knowledge and empowers busy attorneys with state-of-the-art drafting tools. Efficiency is dramatically enhanced and high-quality working documents result faster than ever before.

Shared Learning Speeds Workflow and Enhances Quality

The capture and re-use of the expert knowledge in your group is critical to quickly and accurately producing high-quality, complex legal documents. An innovative marriage of knowledge management and sophisticated drafting tools, Attenex™ Structure™ Knowledge Assembler easily facilitates this effort. Specifically, Attenex Structure:

Captures knowledge and best practices in a central database of re-usable clauses and model documents. The intellectual assets of the best attorneys are retained for posterity, simply, iteratively, intuitively.

Provides easy access to the experience and insights of your most seasoned lawyers. In addition to best practices and “approved” language, associates and others have access to the guidance of context-sensitive annotations, associated research, case law, CLE papers and internal or web-based resources.

Integrates flexible drafting tools into Microsoft® Word for efficient editing. Providing your team with a database of current clauses and model documents, along with technology that allows for easy clause creation, re-use of approved or proven wording and formatting.

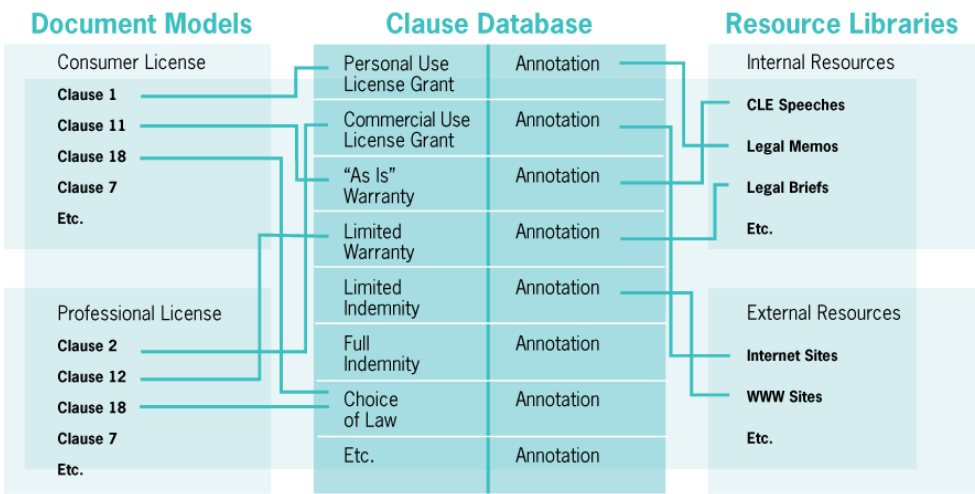
Unique among document creation and document management tools, Attenex Structure breaks documents down to their elemental level – the clause. These units of meaningful content are individually stored in the Structure clause database and can be re-used and re-purposed repeatedly in various contexts, alone or within one or more model documents. Each clause can



be supported with an annotation explaining underlying legal issues and/or hyperlinks to additional relevant information. The collective knowledge base you build with Structure Knowledge Assembler is easily searched and the content seamlessly inserted into Microsoft Word documents. Users are able to quickly assemble legal documents directly from the clause bank or from a pre-assembled model document template.

All in One Place. Clauses are maintained in the Structure database, and form the backbone of this innovative knowledge assembly system. Drafts can be built from model documents, from clauses, or some combination of both. Context-sensitive annotations and resource libraries put insights, best practices, CLE information and intranet or web-based resources available at the user's fingertips.

Built from the Clause Level Out



Focusing on Lasting Value and Overall Productivity

The Attenex Structure clause database and associated drafting tools impact not only the productivity of the legal team, but client satisfaction as well. Specifically, the Structure Knowledge Assembler provides the following benefits:

Ensures Quality & Consistency. Allows for deployment of current, consistent language and annotated guidelines across practices, clients, offices, regions or departments in any organization. This ensures drafts are based on current information, reducing the risk of error and improving overall quality of work.

Accelerates Productivity. Provides access to approved clause-level building blocks and best practices, resulting in a better use of time and resources. This not only improves the quality and consistency of drafts, but assists in practice, client or business-specific training as well.

Preserves Intellectual Assets. Facilitates the transfer and preservation of valuable knowledge and expertise from individuals to the organization. Structure can be set up to build a repository of building blocks by practice, by subject area, by client, region or any framework which works best for your organization.

Attenex Structure provides the structural foundation to rapidly and knowledgeably draft complex documents, allowing attorneys to focus their time and attention on providing high-value services and meaningful counsel.

Delivering Accuracy and Consistency

Attenex Structure is user-friendly, flexible and easily customized to fit the working style of any legal organization or set of users. Specific features include:

Expert Content. Attenex Structure allows an organization to quickly harvest content from existing documents to create a clause set that is useful for their specific practice. Experts share their knowledge and insight by capturing and iteratively adding additional content and/or subject matter within the clause database over time. For example, one team member may have responsibility for warranty clauses, related annotations and links, while another handles trademark license grants and their related content.

Best Practices Annotations. When a clause is submitted to the Structure database, it can be linked to a related annotation containing advice, citations or additional information. An annotation may also be created for a clause in the context of its use within a specific model document. For example, the model-specific annotation for the governing law clause might point out states in which the language would need revision to be enforceable. An option tip annotation allows the author of a model document to capture specific information relating to drafting choices present in a specific model document.

Links to Additional Resources. Attenex Structure maximizes access to additional resources through hyperlinks connecting users to internal documents housed on the intranet or company servers and to external information in web-based research resources or on the Internet.

Connected to Your Experts. Attenex Structure enables an interactive online dialog directly with those most knowledgeable about a topic through built-in email hyperlinks. A single click brings up a pre-addressed email form, and lets the user correspond with the author of any given clause or model document to ask questions or probe for further insight.

Search Capabilities. Attenex Structure's built-in Boolean and keyword search capabilities eliminate time wasted searching through old documents to locate sample language on a particular topic. Structure quickly narrows in on key information by allowing searches by topic, specific author or clause bank and search results to be broken out by clause and annotation. On-point content is rapidly located and overall drafting efficiency increased.

Staying Current. Since model documents draw on common clause resources, Attenex Structure makes it simple and easy to update language across a number of models. For example, when a business policy or practice change requires a universal language revision – e.g., payment terms change company-wide – only one change, to the clause containing payment provisions, is required. Updates to that clause – which might be used in numerous different model documents that include payment provisions – are automatically reflected in the database of model documents that use the clause and are immediately available to all users.

Substantial Reduction in Initial Document Assembly Time

Drafting legal documents from scratch can be a time-consuming and frustrating task. While a time-honored tradition, the practice of cutting and pasting content from a number of existing documents housed in a variety of locations into one riddled with problems is no short cut. Challenges with today's approaches range from investing time in revising heavily negotiated language back to a starting point appropriate for the current situation, to replicating out-dated language, to spending time editing for style and appearance. Attenex Structure offers attorneys the efficiency of using similar starting language in similar situations and provides the ability to create easy-to-use document templates as a starting point that improve the quality and consistency of work.

Easy Access to Information

Clause bank

Build drafts from model documents or clauses

Insert selected clause into open Word document

Context-sensitive annotations and links

Preview of selected clause

Attenex Structure - Microsoft Internet Explorer

Attenex™ Structure™ Knowledge Assembler

Find a Clause

Home | Find a Clause | Build from Model Document | Build from Clauses | Search | Help

Business Clauses

Employment Clauses

Litigation Clauses

Real Estate Clauses

TIP Clauses

Assignment

Compensation

Confidentiality

Customer Support

Definitions

Confidential Information Exclusions

End User (consumer)

General

Intellectual Property Terms

Payment-Related Terms

Software/Internet

Development/Services

Dispute Resolution

Distributors

Indemnification

Limitation of Liability

Miscellaneous

Notices

Ownership/Licenses

Patent Licensing

Product Defect Remedies (hardware)

Purchase and Sale (Hardware Components)

Purchase and Sale of Products (seller protective)

Sales Agent

Tax

Term and Termination

Trademark

Warranties and Disclaimers

Web Site Hosting

Internet Links

Document Links

Target: Patent License Agreement.doc

Insert

Confidential Information Exclusions

Ruth Tressel Rev. 12/13/2001 9:23:16 AM

Exclusions from Confidential Information

Confidential Information does not include information that [the Receiving Party can document]: (i) was generally known to the public at the time disclosed by the Disclosing Party, (ii) became generally known to the public other than through a breach of this Agreement by the Receiving Party after the time of disclosure to the Receiving Party by the Disclosing Party, (iii) was in the Receiving Party's possession free of any obligation of confidentiality at the time of disclosure to the Receiving Party by the Disclosing Party, (iv) was rightfully received by the Receiving Party from a third party that was free of any obligation of confidentiality after disclosure by the Disclosing Party to the Receiving Party, or (v) was independently developed by the Receiving Party without reference to or use of Confidential Information disclosed by the Disclosing Party.

(1) This clause has exclusions commonly contained in nondisclosure agreements. Exclusions (i) and (ii) are based upon the general definition of trade secret under the [Uniform Trade Secrets Act](#), Section 1(4) and state law variants. See [R.C.W. § 19.108.010](#) (4) ("Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process that: (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by property means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy."). Exclusion (iii) provides that unrestricted information already in the possession of the Receiving Party does not become restricted Confidential Information merely by entering the NDA. Exclusion (iv) similarly provides that the receipt of unrestricted information from a third party does not change the character of such information to a restricted Confidential Information status under the NDA. Exclusion (v) is discussed below.

(2) Consider whether "generally known to the public" should be defined as the disclosure of the complete contents of the Confidential Information from a single source in a single disclosure. Such a definition limits the ability of the Receiving Party to combine partial sources of the information and argue that the information is now "generally known to the public."

Done

Local intranet

Email link provides direct communication with author of clause.
Time/date stamp provide currency check and version control.

Using the Clause Bank to Draft a Document. The Structure clause database is designed to provide the flexibility to encompass a range of clause types, and within a specific practice area, clause language that varies by context. Allowing users to locate and simultaneously view a clause, its related annotations and additional relevant information all together in one window further enhances productivity. Easy navigation through system content and the seamless movement of content from the Structure database into Microsoft Word documents folds the power of smart document assembly into lawyers' everyday workflow.

Drafting with Model Documents

Attenex Structure stores a user-defined set of model documents to further speed the drafting process. These documents can vary from simple, short-form templates such as nondisclosure agreements, to patent licenses and other complex agreements that have many drafting options pre-built into the model.

Leverage Best Practices through Model Documents

Choose one clause or another

Preview model document with selected clauses

Clause specific annotation

Inserts custom-built draft into Word for editing and refinement

Clause-specific guidance within the context of this model document

AAAAAs and BBBBBS can be easily customized with Word's search-and-replace commands

The screenshot displays the Attenex Structure web application in a Microsoft Internet Explorer browser window. The title bar reads "Attenex Structure - Microsoft Internet Explorer". The page header includes "Attenex™ Structure™ Knowledge Assembly" and "Build from Model Document". The navigation bar contains links: "Home", "Find a Clause", "Build from Model Document", "Build from Clauses", "Search", and "Help".

The main content area is titled "Independent Contractor Agreement" and shows a "Target: Document1" dropdown. Below this, the document content is displayed, including sections for "1. BBBB OBLIGATIONS", "2. ACCEPTANCE", "3. Compensation to be Agreed", "4. No Benefits, Taxes", "5. Reserved Rights", and "6. Confidentiality".

On the left side, there is a sidebar with a tree view of the document structure. Under "2. ACCEPTANCE", the "Expenses" section is expanded, showing options: "Expenses (with cap re approval)" (selected) and "Expenses (must be pre-approved)". Under "5. Reserved Rights", the "Reserved Rights of BBBB" section is expanded, showing options: "License under Pre-existing IP of IC", "License Back to Contractor", "Joint Ownership; No Duty to Account", "Developer Toolkit License", "Work Made for Hire (copyright)", "Help in Confirming Ownership", and "Work Made for Hire (all IP)". Under "6. Confidentiality", the "Confidentiality Clauses" section is expanded, showing options: "One Way Confidentiality Restriction" (selected), "Return of Materials", and "Refer to existing NDA".

On the right side, there is a preview pane showing the selected clause content. The preview includes the following text:

2.1. [Delivery and Acceptance]
AAAAA will evaluate each delivery of [Services] under [Exhibit A]. Unless AAAAA sends a written notice of rejection to BBBB within () business days after AAAAA's receipt of a given [deliverable], the [deliverable] shall be deemed accepted. If AAAAA rejects a [deliverable], BBBB will at its sole expense promptly correct the Services. If BBBB does not correct the Services within () business days after notice of rejection, AAAAA may terminate this Agreement and BBBB will fully refund to AAAAA any amounts paid for such Services, except that AAAAA will in any event pay BBBB the price specified in Exhibit A for any portion of the Services that AAAAA accepts. In any event, AAAAA reserves the right to [cancel the individual Schedule or] terminate this Agreement in its entirety under Section .

3. [Compensation to be Agreed]
Compensation. BBBB and AAAAA will mutually agree in writing at the beginning of each [Work Assignment] the compensation therefor and will include such compensation terms in the applicable [Work Assignment]. BBBB and its personnel will not be entitled to any other benefit, monetary or otherwise, from AAAAA or anyone else in consideration of the [Work Assignments] performed by BBBB hereunder.

Below the preview, there are two paragraphs of text:

The client needs to specify the review period(s) in which it would review deliverables. You should remind the client that if it is not able to review in the specified time, the deliverable will be deemed accepted. The "deemed accepted" language can be removed, but most contractors will ask for it.

In high-stakes agreements, the agreement should contain more detailed timeframes and acceptance criteria.

In a software development agreement, the references may be to "Milestones" and "Deliverables" as defined in the agreement, rather than "delivery of Services."

This clause assumes that Exhibit A is incorporated by reference in an initial Performance of Services clause.

Select any or all clause options

Working from an outline of major section headings in the model document, including the clauses and option groups available within the agreement, the user selects options applicable to his transaction. Clause content and annotations are visible in the same window, allowing users to work quickly and knowledgeably. Once the user has selected the appropriate options, the model document can be directly inserted into Microsoft Word and the text and appearance easily customized if desired.

An author may define option groups for her model document, allowing her to present a range of drafting choices — e.g., a choice between an exclusive or a non-exclusive venue provision — that can be quickly reviewed and selected by the user from the model document outline. The author may build options differently, depending on the particular need — mutually exclusive options



(e.g., "choose one") or optional selections (e.g., "choose one or more" or "choose some, all or none"). Each option is simply a clause, that when selected, is pulled from the database and inserted into the active draft for use in a particular situation.

Model documents can also be used to suggest a structure for relatively complex sections within documents. For example, different forms of dispute resolution may be created as a model document and the desired set of provisions – e.g., arbitration, mediation, litigation with pre-mediation, etc. – can be inserted into an agreement. The annotations for these models might include substantive discussion of company policy surrounding use of the various provisions and negotiation tips to address frequently encountered issues presented by the opposing party.

Working Smarter With Attenex Structure Knowledge Assembler

Attenex Structure is an innovative approach to knowledge management software, created in close collaboration with working attorneys, specifically to improve the efficiency of drafting of complex legal documents. It saves attorneys from burning up time chunking together the "clay" of a working draft and frees up precious time to instead concentrate on making high-value, strategic contributions. A central repository for clauses – the basic building block of all legal documents – captures and shares critical knowledge and expertise while helping maintain currency and consistency across an organization. Easy to use drafting tools that integrate seamlessly into Microsoft Word allow even the most complex documents to be drafted quickly and at a higher standard the first time. Quite simply, Attenex Structure is a critical solution that busy legal teams who care about quality work can no longer afford to be without.

About Attenex Corporation

Attenex (pronounced ah-TEN-ex) Corporation is a Seattle-based business-to-business software solutions supplier focused on improving productivity in document-intensive processes in the legal professions. Preston Gates & Ellis LLP, an *AmLaw 100* firm that has pioneered innovative approaches to the use of technology in law, formed the company in 2001. Attenex does not practice law. The company name, Attenex Corporation, derives from its mission to develop and commercialize ground-breaking software products that improve lawyer productivity "at 10x" over best practice methods.

Attenex Corporation
701 Fifth Avenue
Suite 1450
Seattle, WA 98104
Phone: 206.386.5840
Fax: 206.386.5841
www.attenex.com

Learn more about Attenex and Attenex Structure Knowledge Assembler by calling:

Ruth Tressel: 206.419.4521 or ruth@attenex.com

Skip Walter: 206.386.5844 or skip@attenex.com