

LAWTOOLBOX.COM INC. END USER LICENSE AGREEMENT, LIMITATIONS & DISCLAIMER

This User License Agreement and Disclaimer incorporates the Pricing Terms Addendum and is entered into between LawToolBox.com, Inc., a Colorado Corporation ("LawToolBox"), and end-user ("User"). The "Contract Start Date" is the date end-user agrees to commence subscribing to the service for payment as recorded in the LawToolBox database.

LIMITATIONS ON USE. Users agrees that they have a limited license to use the documents, pleadings, deadline charts, deadline algorithms, and templates provided by LawToolBox for use only in connection with active paying subscriptions or authorized limited free trials. User agrees that you are only purchasing a limited license to use the LawToolBox service for use only by the end-user subscriber and in accordance with the Pricing Terms provided by an authorized agent, reseller or VAR, and which price may vary from the LawToolBox manufacturer suggested retail price (MSRP) as set forth at <http://www.lawtoolbox.com/lawtoolbox365-pricing/>.

CONDITIONS. This web application is intended to be used in conjunction with other deadline reminder, calendaring, and tickler systems. The use of the email/tickler reminder in this web application is conditioned on your representation that the User has at least one other independent method for calculating and reminding them of pertinent deadlines. User agrees to verify using resources independent of LawToolBox that the deadline algorithms generated by this product meet the specific needs of your matter. These conditions have been factored into the pricing of this web application. LawToolBox reserves the right to add or remove product features from this product as deemed appropriate in its sole discretion.

EXCLUSIVE PROPRIETARY RIGHTS. We reserve all rights not specifically given to you. By accepting these terms, you agree that you will not use these templates in any other litigation, and you acknowledge that these are materials subject to US Patent No. 6,694,315 and a copyright held by LawToolBox.com, Inc. Further, you agree that you will not use the deadline charts, deadline algorithms, or documents generated by this web application for commercial resale, nor will you provide them to a third party for commercial resale, nor will you take our work-product and intellectual property and incorporate it into a 3d party matter or case management product. If a third party asks you to provide them with LawToolBox intellectual property, including our deadline charts or algorithms, you agree to notify us immediately so LawToolBox can protect its property rights. You acknowledge that the ability of LawToolBox to protect its work-product and intellectual property is necessary and reasonable to the continued existence of a company that primarily sells rules-based deadlines. You agree not to share LawToolBox Rule-sets or calculations of deadlines with others or use LawToolBox trigger dates, deadlines or calculations as checklists, or as a template in any other software program, or as an internal cheat sheet or reference guide even if not shared with others outside your firm. You have a limited right to use our intellectual property only as long as you are (1) in an authorized free trial, or (2) you are a paying customer. You agree that any infringement upon our intellectual property rights in this web application would cause LawToolBox.com, Inc., irreparable damage and injury, and a court order may be obtained to enjoin you from further infringement.

DUTY TO CONSULT A LICENSED ATTORNEY. User acknowledges that deadlines and templates provided by this web application is "legal information" such as can be found in a legal publication, self-help books, or legal forms offered for sale through retail outlets. User further acknowledges that they are not receiving legal advice, and that this program and web application generates material which is general in

nature, and that the legal documents and deadline charts generated by this web application are not substitutes for legal advice from a licensed attorney which has been specifically tailored to an individual matter. User acknowledges that their legal situation is unique, and that generalized legal forms and deadline charts may not fit their specific circumstances. The information generated by this program must be verified by an attorney licensed to practice law in the applicable state or venue. This program is not intended to give legal advice, rather it is intended to generate the first draft of various deadline charts and pleadings. A licensed attorney competent to manage the cases loaded onto LawToolBox must review and modify as necessary all deadlines and pleadings. This program is a time saving device and is simply intended to save the attorney and the User time and money in the preparation of deadline materials and draft pleadings.

NO WARRANTY. The forms and deadline charts generated by this program may be out-of-date or designed for a different state or jurisdiction from the User and therefore may not comply with (1) local court rules, (2) the law of the Users state or jurisdiction, and/or (3) conventional business practices. Before using it, please consult a licensed attorney. Though precautions have been taken to make the information and content provided by LawToolBox accurate -- LawToolBox specifically disclaims any warranty or guarantee that the information provided herein is correct, complete or up-to-date.

ANONYMOUS DATA AGGREGATION & INTENT TO PUBLISH REPORTS ON SYSTEM USAGE & TRENDS.

Subscriber grants to LawToolBox a non-exclusive, royalty free right during Subscriber's use of the Service, to use the Confidential Information for the sole purpose of performing LawToolBox obligations under the Agreement in accordance with the terms of the Agreement. Such rights shall include permission for LawToolBox to generate and publish aggregate, anonymized reports on system usage and Content trends and type, subject to the obligation of any party to treat all Confidential Information as confidential and not to use or disclose such Confidential Information except as necessary to perform its obligations under this Agreement. User is hereby notified that LawToolBox intends to use anonymous data aggregation to generate & publish reports on system usage and content trends. The following steps have been taken by LawToolBox to preserve the anonymity of this data:

- No personally identifiable information is extracted or used.
- No client file information is ever available or accessed.
- Data that is extracted is aggregated and anonymized.
- Geolocation data is only reported at the country and state levels.
- We collect this information to publish trends and to improve our service and user experience.

DISCLAIMER & APPLICABILITY OF THE ECONOMIC LOSS DOCTRINE. This product is sold "as is" without any implied or express warranty as to performance or results that may be obtained. All warranties, including merchantability, quality, accuracy, title, and fitness for a particular purpose are disclaimed. Except as specifically assumed by a provision in this agreement or an appendix hereto, LawToolBox assumes no liability given the Users nondelegable responsibility to have all deadlines and legal documents generated by this application reviewed by an attorney, and Users expressly release LawToolBox from any liability under any circumstances. Except as set forth in the next sentence and/or in the "Service Level Agreement" (SLA) attached hereto as an appendix, LawToolBox disclaims all liability for any loss or damage, including direct, indirect, incidental, special and/or consequential damage (include without limitation, but not limited to, lost savings, lost profit, business interruption, loss of

business information, pecuniary damages, and/or attorney fees) and whether arising in contract, tort, or otherwise, and whether arising out of the use the software product, the inability to use the software product, or the failure to provide support services. In the event that you (or the end-user on whose behalf you act) claims any harm or economic loss from the use of this product, regardless of whether such claim sounds in contract or tort, the parties mutually agree that the sole and exclusive remedy for any such claim shall be a refund of any amounts paid by you or the end-user to LawToolBox for a specific matter if Users pays per matter, or for the amount paid for a specific User to use LawToolBox for no more than 6 months. Users acknowledgement and acceptance of these limitations is a material condition to this agreement, is commercially reasonable, and has been factored into the price and agreement as a whole. User represents that they understand that the terms of this agreement (including conditions, limitations, and disclaimers) may be periodically revised and upon notice of a modification to this agreement User agree to review and accept the disclaimer for modifications.

EMAIL DISCLAIMER & NOTICE. Emails sent by this web application are not encrypted. While most trigger dates and caption information are generally available from an inspection of public records (unless the case is sealed), if you decide to store confidential information (e.g., use the case specific deadline reminder to store attorney work-product) you agree to consider whether it is necessary to first discuss the matter with any clients of User, to inform the client of User that there is an expectation of privacy in email that may be protected by the attorney-User privilege in most jurisdictions, and that information sent by email is subject to a risk of unauthorized disclosure to third parties because it is not encrypted. User acknowledges that there are inherent limitations with email reminders sent via the Internet. By using this product you consent to LawToolBox sending you email communications which may contain reminders of upcoming deadlines or events, practice tips, first drafts of relevant forms, and advertisements for relevant reference materials.

DIGITAL MILLENIUM COPYRIGHT ACT. LawToolBox may provide the capability for users to upload documents for their own use. The Digital Millennium Copyright Act requires that LawToolBox adopt and reasonably implement a policy providing that it will terminate in appropriate circumstances, the accounts of users or subscribers who repeatedly infringe on others copyrighted materials. User and those parties on whose behalf User acknowledge and accept this limitation on posting documents to firm extranets.

TELEPHONE CONSUMER PROTECTION ACT (TCPA) & FCC REGULATIONS. As part of the regulations promulgated to enact the TCPA, the FCC requires companies that contact Users and prospective Users to have on file written permission authorizing the methods in which a company is allowed to communicate with both existing and potential customers. User and those parties on whose behalf User acknowledge and agree that the affirmative act of clicking below and accepting this Agreement, License and Disclaimer will constitute an electronic signature within the meaning of the TCPA and its implementing regulations. Further, User and those parties on whose behalf User give permission for their firm to be contacted for purposes of sales, customer support, renewals, and "up selling" by LawToolBox (and its authorized agents) through telephone, facsimile or email. Firm can revoke this permission at any time by contacting LawToolBox. This grant of permission is for LawToolBox information only. No other company's information will be sent to user, and LawToolBox does not sell, rent or lease your contact information.

EXCULPATORY CLAUSE. Further, User and those parties on whose behalf User acts, specifically agree to release LawToolBox from any and all liability for negligence associated with the use of this web application, including negligent representations or other types of negligence.

CHOICE OF LAW AND EXCLUSIVE VENUE CLAUSE. User and those parties on whose behalf User acts also agree that if any dispute arises between LawToolBox.com, and user, that the law of Colorado will control the disposition of the dispute, and further, that Colorado will be the exclusive judicial forum.

RIGHT TO COMMUNICATE BY FAX, PHONE, AND EMAIL. A condition to User using the LawToolBox product is that the FIRM grants LawToolBox the right to communicate with it for any purpose including customer support by facsimile, telephone, and/or email. Facsimiles may be sent to any fax number provided by the FIRM to LawToolBox or to any fax number on the FIRM'S advertising materials.

TERMINATION DATE. The initial term of this agreement is dependent on the pricing package the end-user has been subscribed to. Subject to the terms of the pricing package subscribed to, the initial term for all pricing packaged shall be for 1 year; after which end-users that have been subscribed on a month-to-month pricing package shall continue on a month to month basis which either party can terminate with 30 days written or email notice, and end-users that have been subscribed on an annual pricing package shall continue on an agreement renewed for one year increments which either party can terminate with 30 days before the agreement expiration date. This agreement may also be terminated by LawToolBox 60 days after an invoice has been mailed but not paid. Upon termination of this agreement any unpaid balance under this and any prior agreements becomes due and payable in full. After the termination date active cases or matters may be closed and may be de-activated either at the request of User, or in the discretion of LawToolBox (a delay in closing cases by LawToolBox will not constitute a waiver of its right to close cases).

SERVICE LEVEL AGREEMENT. A LawToolBox Service Level Agreement is incorporated herein by reference, and is attached to this agreement as Exhibit A

ADDITIONAL TERMS. This is a fully integrated agreement and unless expressly set forth in this agreement, or expressly incorporated by reference, no other agreements have been made between the parties and no other representations are included in this agreement.

FIRM REPRESENTS THAT IT IS AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF ITSELF, AND AS AN AUTHORIZED AGENT FOR ANY THIRD PARTY BENEFITED BY OR RELATED TO FIRMS USE OF THIS PRODUCT.

Exhibit A LAWTOOLBOX SERVICE LEVEL AGREEMENT

Commencing on the date the Service to the Subscriber commences (the “Subscription Term”), LawToolBox.com, Inc. will provide Support Services in accordance with the SLA as defined herein. This SLA incorporates by reference the LawToolBox End-User License Agreement, Limitations & Disclaimer (“LawToolBox User License Agreement”). In the event of any conflict between the LawToolBox User License Agreement and the LawToolBox Service Level Agreement (“SLA”) the LawToolBox User License Agreement will prevail.

1. Exhibit Definitions

“Subscriber Core Group” means Subscriber’s employees who have been trained on the Service and who are familiar with Subscriber’s business practices.

“Subscriber User Community” means all users who input, extract or view data in the Service, including all Registered Clients.

“Downtime” means any period, greater than ten minutes, within the Scheduled Available Time during which the Subscriber is unable to access or use the Service, excluding (i) any such period that occurs during any Scheduled Downtime and/or Recurring Downtime (as defined below), or (ii) document preview, search, FTP or sync functions of the Service.

“Procedural Issues” means those issues that are to be addressed by Subscriber through adjustment of a specific business process to accomplish work in the Service.

“Recurring Downtime” means 4 hours on up to two Saturdays of the month from 12:00 A.M. to 4:00 A.M. PST.

“Request” means a modification to the Service outside of the scope of the functional specifications.

“Scheduled Available Time” means 24 hours a day, 7 days a week.

“Scheduled Downtime” means the time period identified by LawToolBox in which it intends to perform any planned upgrades and/or maintenance on the Service or related systems and any overrun beyond the planned completion time.

“Uptime Percentage” means the total number of minutes of Scheduled Available Time for a calendar month minus the number of minutes of Downtime suffered in such calendar month, divided by the total number of minutes of Scheduled Available Time in such calendar month. Uptime Percentage will be calculated by LawToolBox solely using records and tools available to LawToolBox.

“User Administration Support” means issues that impact the usability of the Service and are addressable through the adjustment of Registered Client’s access privileges, processes or procedures.

2. Scope of Service Level Commitments.

LawToolBox’s obligations do not extend to Errors or other issues caused by:

- a. any modification of the Service made by any person other than LawToolBox;

- b. any third-party hardware or software used by Subscriber or any Registered Clients except as otherwise provided in the then current Documentation;
- c. the improper operation of the Service by Subscriber or Registered Clients;
- d. the accidental or deliberate damage to, or intrusion or interference with the Service;
- e. the use of the Service other than in accordance with any user Documentation or the reasonable instructions of LawToolBox;
- f. ongoing test or training instances of the Service provided to Subscriber; or
- g. services, circumstances or events beyond the reasonable control of LawToolBox, including, without limitation, any force majeure events, the performance and/or availability of local ISPs employed by Subscriber, or any network beyond the demarcation or control of LawToolBox.

3. Scheduled Downtime and Guaranteed Up Times

LawToolBox will use commercially reasonable efforts to provide at least 24 hours’ prior notice before undertaking any Scheduled Downtime. Commencing on the effective date of the applicable Subscription Term, in the event the Service experiences an Uptime Percentage of less than 99.9% in any calendar month, LawToolBox will provide to Subscriber a credit (“SLC Credit”) equal to the credit percentage identified in the table SLC Credits table below multiplied by the Subscriber’s fees paid to LawToolBox for the Service that are attributable to such month (calculated on a straight line pro-rated basis with respect to any fees paid in advance). Subscriber will submit a written SLC Credit request to LawToolBox in writing within 30 days of such Downtime. The SLC Credit is Subscriber’s sole and exclusive remedy for any failure by LawToolBox to meet any performance obligations pertaining to the Service, including, without limitation, any support obligations except as provided in the User License Agreement.

LawToolBox reserves the right to temporarily suspend Subscriber’s or a Registered Client’s access to the LawToolBox Service as set out in the User License Agreement. Any such suspensions based on repairs, technical problems, outages or maintenance services will be subject to the Service Level Commitments.

SLC Credits Table

Uptime Percentage Credit Percentage	
Equal to or greater than 99% but less than 99.9%	10%
Less than 99%	25%

4. Availability of SLC Credits

Subscribers who are past due on any payments owed for use of the LawToolBox service are not eligible to receive SLC Credits. LawToolBox will issue SLC Credits, as determined in its sole discretion, either on future billing cycles or as a refund against annual fees paid. In order to receive any SLC Credit, Subscriber

must notify LawToolBox within 30 days from the time Subscriber becomes eligible to receive a SLC Credit. Failure to comply with this requirement will forfeit Subscriber's right to receive a SLC Credit. In no event will the total amount of SLC Credits if any, exceed the fees paid by Subscriber for the corresponding month.

5. Support Services

LawToolBox will provide support services to assist Subscriber in resolving Errors ("Support Services"). Support Services do not include (a) physical installation or removal of the API and any Documentation; (b) visits to Subscriber's site; (c) any electrical, mechanical or other work with hardware, accessories or other devices associated with the use of the Service; (d) any work with any third party equipment, software or services; (e) any professional services ("Professional Services") associated with the Service, including, without limitation, any custom development, or data modeling.

Phone support for training, administrative support and technical support beyond the scope of this agreement is available at \$95.00 per hour, or at a custom quote may be provided for firms requiring specialized or customized training.

LawToolBox will provide email and/or phone support during business hours as specified in the User License Agreement, excluding LawToolBox corporate holidays and U.S. holidays except where noted.