

## Legal Files Software | Order Form

Thank you for your interest in Legal Files™ case management software, offered by **Legal Files Software, Inc.** ("Licensor"). This proposal is provided for review by the customer identified below ("Customer") and will become a binding order only upon signing by both Customer and Licensor.

### A. CUSTOMER INFORMATION

Full Legal Name: City of North Port  
 Billing Address: 4970 City Hall Boulevard  
 North Port, FL 34286

Primary Contact: Mr. Mark Moriarty Email: [mmoriarty@cityofnorthport.com](mailto:mmoriarty@cityofnorthport.com) Phone: (941) 429-7246  
 Billing Contact: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

### B. SOFTWARE AND SERVICES PRICING

Customer's purchase includes the following Legal Files™ software and services:

Description	Price	Qty	Cost
Legal Files™ Named User License	\$1,190/user	2	\$2,380
Legal Files™ Server License	\$2,495	1	\$2,495
Maintenance and Support – One Year Subscription			\$1,000
<b>License and Support Subtotal:</b>			<b>\$5,875</b>
Onsite System Administration Training	\$1,500/day	1	\$1,500
Onsite Configuration Assistance	\$1,500/day	1	\$1,500
Onsite End User Training	\$1,500/day	1	\$1,500
Project Management	\$200/hour	3	\$600
Remote Installation Support	\$200/hour	8	No Charge
<b>Implementation Services Subtotal:</b>			<b>\$5,100</b>
<b>Total:</b>			<b>\$10,975</b>

*Note 1:* Total identified above is due and payable 50% with placement of order, balance on installation. Any additional services ordered by Customer are billed as incurred and due net 45 days after date of invoice.

*Note 2:* Software is licensed on a per named (i.e., non-concurrent) user basis subject to the provisions of the attached EULA. Licensor will honor per user license pricing above for twelve (12) months after initial purchase; thereafter, additional user licenses may be purchased at Licensor's then-current pricing.

Note 3: Maintenance and support is for an initial one (1) year subscription, commencing on installation, and is priced as a percentage of the total License Fees ordered by Customer. Maintenance and support pricing will be adjusted automatically based on any additional modules and licenses purchased by Customer, with prorated payment due for any adjustment made mid-term. Additionally, Licensor reserves the right to increase maintenance and support pricing by an amount not to exceed five percent (5%) per year over Customer's then-current pricing, assuming the same number of licenses and users.

Note 4: All fees are exclusive of travel, meals, lodging and expenses for on-site services, which will be invoiced by Licensor as reasonably incurred and reimbursed by Customer net forty five (45) days after date of invoice.

Note 5: Any services scheduled and subsequently cancelled by Customer are subject to the following cancellation charges, plus reimbursement of non-recoverable travel and expenses:

- o 15 days or more notice of cancellation – no cancellation charge.
- o Less than 15 days' notice of cancellation - 100% daily rate for scheduled days and personnel.

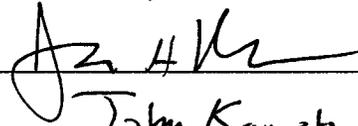
**C. CONTRACT TERMS**

The software is licensed and services are provided subject to and in accordance with the End User License Agreement (the "EULA") attached hereto as Exhibit A and the Services Description attached hereto as Exhibit B, which are incorporated by this reference as if fully set forth herein. Customer acknowledges that it has read, understands and agrees to be legally bound by the EULA and Service Description, as supplemented by this order form.

**D. SIGNATURE BLOCK**

IN WITNESS, WHEREOF, the parties, intending to be legally bound, have entered into this order as of the date of last signature below.

Customer: City of North Port  
By:   
Name: Jonathan Lewis  
Title: City of North Port City Manager  
Duly authorized  
Date: 2/10/15  
Address for Notices:  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Legal Files Software, Inc.:  
By:   
Name: John Kaurish  
Title: CEO  
Duly authorized  
Date: 2/23/15  
Address for Notices:  
Legal Files Software, Inc.  
Attn: President  
801 S. Durkin Drive  
Springfield, IL 62704

ATTEST:  
  
Helen M. Raimbeau, MMC  
City Clerk

Approved as to form and correctness  
  
Mark Moriarty

## Legal Files Software | Exhibit A | End User License Agreement

PLEASE READ THIS END USER LICENSE AGREEMENT (THIS "AGREEMENT") CAREFULLY. THIS AGREEMENT SETS FORTH THE TERMS ON WHICH LEGAL FILES SOFTWARE, INC. ("LICENSOR"), AN ILLINOIS CORPORATION, LICENSES THE SOFTWARE AND MAKES AVAILABLE CERTAIN SERVICES IN CONNECTION THEREWITH. BY PLACING AN ORDER FOR, INSTALLING OR USING THE SOFTWARE, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTANDS, AND AGREES TO BE LEGALLY BOUND BY THE PROVISIONS OF THIS AGREEMENT.

1. **DEFINITIONS.** As used in this Agreement, the following capitalized terms will have the following meanings:

(a) "*Documentation*" means Licensor's accompanying online help manual and end user documentation for the Software, as may be updated by Licensor from time to time, in print or electronic form.

(b) "*Service Description*" means Licensor's then-current Service Description for its professional services, as may be amended or supplemented from time to time to reflect any changes or additions to Licensor's offerings, policies and procedures.

(c) "*Services*" means installation, training, data conversion, Support and other services provided by Licensor to Customer, as further described in the Service Description.

(d) "*Software*" means Licensor's proprietary case management software known as Legal Files™, in executable code form only, including any Updates thereto.

(e) "*Support*" means maintenance and technical support for the Software provided by Licensor to Customer, as further described in the Service Description.

(f) "*Update*" means a bug fix, enhancement, or other modification to or update for the Software issued by Licensor for general release to licensees under maintenance and support.

2. **LICENSE.** Subject to the provisions of this Agreement, Licensor hereby grants Customer a perpetual (unless terminated pursuant to the provisions of this Agreement), non-exclusive, non-transferable license to: (a) install and use a single production instance of the Software in accordance with the Documentation and in compliance with all applicable laws; (b) make a reasonable number of copies of the Documentation solely for distribution to and use by its licensed users; and (c) make up to one (1) copy of the Software solely for back-up and archival purposes. The foregoing license is expressly limited to installation and use of those software applications and modules included in the Software for which Customer has placed an order by up to the number of named (i.e., non-concurrent) employees and contract staff of Customer and its wholly-owned subsidiaries for which Customer has paid the applicable license fees.

3. **LICENSE RESTRICTIONS.** Customer will not, nor will Customer authorize any other person or entity to: (a) distribute, rent, lease, lend, sell, sublicense or otherwise make the Software available to any third party; (b) modify, adapt, alter, translate, or create derivative works of the Software; (c) use the Software in or as part of a service bureau, timesharing or outsourcing capacity, including acting as an ASP, host or data processor for any third party; (d) develop an alternative to the Software that is based on or derived from, in whole or in part, the Software, Documentation or other information or materials of Licensor; (e) remove or obscure any copyright, trademark or other proprietary rights notices or designations on the Software, Documentation or any copies thereof; or (f) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software, except where such reverse engineering is expressly permitted under applicable law, but then only to the extent that Licensor is not entitled to limit such rights by contract.

4. **DELIVERY; UPDATES.** After receipt of the required up-front payment, Licensor will make the most current release of the Software available to Customer for remote download. During the term of Support, Licensor will make available Updates to Customer in the same manner. Updates do not include new modules, separately

licensed application, or new versions incorporating platform upgrades or substantial additional functionality that Licensor makes generally available outside of maintenance and support for an additional and separate license fee. All Updates are licensed to Customer as part of the Software under and subject to the license and other provisions of this Agreement, together with any additional license terms and restrictions that may accompany such Update.

**5. SERVICES; SUPPORT.** Licensor will make available for purchase by Customer the installation, training, data conversion, Support and other Services that Licensor makes generally available to licensees of the Software in accordance with the provisions of this Agreement and the then-current Service Description. Licensor reserves the right to suspend performance of Support and other Services if Customer is delinquent in payment or otherwise in material breach of its obligations hereunder. Support will renew automatically on an annual basis unless either party provides the other party with at least sixty (60) days' prior written notice of non-renewal. Non-renewal of Support will not result in termination of Customer's license to the Software; however, Customer will not be entitled to further Updates or Support after the date of non-renewal. In the event Customer requests to reinstate Support after a lapse in coverage, Licensor reserves the right to condition reinstatement on payment of back-maintenance and support fees.

**6. PRICING; PAYMENT.** Pricing and payment terms for the Software and Services are as set forth in the corresponding order, the Service Description and this Agreement. If no pricing or payment terms are specified, the Software is licensed and Services are provided at Licensor's then-current pricing and rates with payment due net forty five (45) days after the date of invoice. Licensor reserves the right to require a retainer in advance of any larger projects. Except as otherwise expressly set forth herein, all amounts are stated and payable in U.S. Dollars and are non-refundable. The fees are exclusive of any taxes and duties associated with the Software and Services, however designated or levied in any jurisdiction by any taxing authority. Customer is solely responsible for such amounts, excluding taxes based on Licensor's net income. The fees are exclusive of travel, meals, lodging and expenses for on-site services, which will be invoiced by Licensor as incurred and reimbursed by Customer net forty five (45) days after the date of invoice. Any amount not paid when due will accrue interest from the due date until the date paid at the rate of one and one percent (1%) per month (twelve percent (12%) per annum) or the lesser maximum rate permitted under applicable law.

**7. TERM; TERMINATION.** This Agreement and Customer's license to the Software will continue unless and until terminated as set forth herein. Either party may terminate this Agreement (i) if the other party materially breaches this Agreement (including non-payment of amounts due and owing hereunder) and fails to cure the breach within thirty (30) days after receiving written notice thereof, or (ii) if the other party becomes or is declared insolvent, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed for it, enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations, files a voluntary petition in bankruptcy, or has an involuntary petition in bankruptcy filed against it, which petition is not dismissed with prejudice within sixty (60) days after the filing thereof. Termination will not relieve Customer of its obligation to pay for all Software and Services ordered prior to the date of termination.

**8. EFFECTS OF TERMINATION.** Upon the expiration or termination of this Agreement for any reason: (i) Customer's license to the Software will automatically and immediately terminate; (ii) Customer will discontinue all use of the Software, promptly (within 5 days) uninstall and remove any remnants of the Software and Documentation from its computers, network and systems, and destroy (or return to Licensor) all tangible copies of the Software and Documentation in its possession; (iii) Licensor will cease providing and/or making available any Services; and (iv) Customer will pay all amounts due and owing to Licensor. Sections 1, 3, 6, 8, 11, 12, 13, 14, 15, 16 (solely with respect to Customer's use of the Software during the term of this Agreement), 17 and 18 of this Agreement will survive the expiration or termination of this Agreement for any reason, and will be binding on and inure to the benefit of the parties and their permitted successors and assigns.

**9. SOFTWARE WARRANTY.** For a period of ninety (90) days after the date of initial installation of the Software, Licensor warrants that the Software, as delivered to Customer, will function in all material respects in

conformance with the Documentation. The foregoing warranty is subject to Customer notifying Licensor promptly, and in any event within thirty (30) days after discovery of the nonconformity, of a breach of the foregoing warranty, and providing all information and assistance reasonably requested by Licensor in connection therewith. Upon receiving such timely notice, Licensor will provide a workaround for or otherwise remedy the nonconformity at no additional charge to Customer, or if Licensor is unable to do so within sixty (60) days after receipt of Customer's warranty claim, accept return of the nonconforming Software in exchange for a refund of the corresponding Software license fees paid by Customer to Licensor therefor. THIS SECTION SETS FORTH LICENSOR'S ENTIRE OBLIGATION AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY ACTUAL OR ALLEGED SOFTWARE NONCONFORMANCE OR WARRANTY CLAIM.

**10. SERVICES WARRANTY.** Licensor warrants that it will perform the Services in a professional and workmanlike manner. The foregoing warranty is subject to Customer notifying Licensor promptly, and in any event within thirty (30) days after the date of performance of the nonconforming Services, of a breach of the foregoing warranty, and providing all information and assistance reasonably requested by Licensor in connection therewith. Upon receiving such timely notice, Licensor will use commercially reasonable efforts to re-perform or otherwise remedy the nonconforming Services at no additional charge to Customer. THIS SECTION SETS FORTH LICENSOR'S ENTIRE OBLIGATION AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY ACTUAL OR ALLEGED SERVICES NONCONFORMANCE OR WARRANTY CLAIM.

**11. EXCLUSIONS.** The Software and Services warranties provided by Licensor specifically exclude, and Licensor makes no warranties and assumes no Support or other obligations or liabilities for problems arising out of or related to: (i) misuse, neglect or abuse of the Software; (ii) modifications to the Software or to Customer's database structure not made or approved by Licensor; (iii) failure to install and use the most current release of the Software or the immediately prior release, or to implement Updates, recommendations or solutions previously supplied or made available by Licensor; (iv) Customer's network, firewall, systems, hardware, third party software, or data, including a decision to operate on a system incompatible with the then-current system requirements for the Software; (v) back-up, replication or recovery of files or data, including corruption or loss of data or Software due to Customer hardware failure or fault (although Licensor will use reasonable efforts to assist if such problems arise); or (vi) acts or omissions of third parties, telecommunications failures, force majeure or other events beyond Licensor's reasonable control. Licensor reserves the right to charge at its then-current time and materials rates for any services provided in connection with responding to, investigating and resolving warranty claims or Support requests made by Customer that are outside the scope of warranty and Support coverage.

**12. CUSTOMER RESPONSIBLE FOR LEGAL SERVICES.** The Software is intended for use by legal professionals in connection with case management and related activities. Licensor does not provide legal advice, and neither the Software nor the Services should be viewed or relied upon as a substitute for the counsel and independent judgment of an attorney or other legal professional. Customer is solely responsible for its provision (or receipt) of legal services, and for its selection and use of the Software and Services in connection therewith. To the extent not prohibited by law, Customer will indemnify, defend and hold Licensor harmless from and against any and all claims, demands, suits, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or resulting from any legal services provided or received by Customer or the use, non-use or misuse of the Software and Services in connection therewith. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the Customer may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

**13. DISCLAIMER.** EXCEPT FOR THE EXPRESS SOFTWARE AND SERVICES WARRANTIES SET FORTH ABOVE, THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND ALL USE OF THE SOFTWARE IS AT CUSTOMER'S OWN RISK. WITHOUT LIMITING THE FOREGOING, LICENSOR HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SOFTWARE IS NOT INTENDED OR LICENSED

FOR USE IN ANY HAZARDOUS OR HIGH-RISK ACTIVITY. LICENSOR DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE OR MEET CUSTOMER'S PARTICULAR BUSINESS, TECHNICAL OR OTHER REQUIREMENTS. CUSTOMER IS SOLELY RESPONSIBLE FOR THE SECURITY AND INTEGRITY OF ITS NETWORK, SYSTEMS AND DATA. NO EMPLOYEE OR AGENT HAS AUTHORITY TO BIND LICENSOR TO ANY REPRESENTATIONS OR WARRANTIES NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

14. **CONFIDENTIALITY.** From time to time in connection with this Agreement, each party may receive, observe or otherwise be provided with certain confidential information of the other party, its affiliates or suppliers, in written, visual or oral form, including but not limited to business, marketing, sales, technical, creative, human resources, customer and other information that a person familiar with the party's industry would consider confidential in nature (collectively, "**Confidential Information**"). Confidential Information does not include information that: (i) was known by the receiving party prior to any disclosure by the disclosing party; (ii) is disclosed to the receiving party on a non-confidential basis by a third party that is legally entitled to make such disclosure; (iii) is independently developed by the receiving party without reference to or reliance on the disclosing party's information; (iv) is generally known or available to the public or in the public domain; or (v) is required to be disclosed by law, subpoena, court order or regulatory request, but then only to the extent necessary to comply with the foregoing, and provided that the disclosing party is notified in advance so that it may seek to contest, limit or modify such disclosure. Licensor will defend, indemnify and hold Customer harmless for any public record request made pursuant to Chapter 119, Florida Statutes. Each party will hold the Confidential Information of the other party in confidence, using at least the same care used to protect its own Confidential Information of a similar nature, but no less than reasonable care. Each party will access, use and disclose Confidential Information of the other party only for the limited purpose of exercising its rights and fulfilling its obligations under this Agreement, unless otherwise authorized in writing by the other party. Upon the expiration or termination of this Agreement, each party will promptly return to the other party or destroy all Confidential Information of the other party in its possession, and upon written request of the other party, certify in writing that it has retained no copies or summaries of the same.

15. **PROPRIETARY RIGHTS.** The Software is licensed, not sold. Licensor and its suppliers retain exclusive right, title and interest in and to the Software, including the executable code, source code, program architecture, design, coding methodology, Documentation, screen shots, "look and feel," Support and other Services therefor, all Updates thereto, all goodwill arising therefrom, and all present and future copyrights, trademarks, trade secrets, patent rights and other intellectual property rights of any nature throughout the world embodied therein and appurtenant thereto. From time to time, Customer may submit suggestions, requests or other feedback for the Software. Licensor will be free to commercialize and use such feedback, including for developing improvements to its products and services, free of any claims, payment obligations, or proprietary, confidentiality or other restrictions of any kind. All rights and licenses to the Software not expressly granted to Customer by this Agreement are reserved by Licensor and its suppliers.

16. **IP INFRINGEMENT INDEMNITY.** Licensor will defend at its own expense any claim brought against Customer by a third party in a court of competent jurisdiction alleging that the Software infringes or misappropriates a valid copyright, patent, trademark or trade secret of such third party, and will indemnify and hold Customer harmless from and against those costs and damages awarded to such third party or agreed to by Licensor in a monetary settlement that are specifically attributable to such claim. The foregoing obligation is subject to Customer notifying Licensor promptly in writing of such claim, providing Licensor sole control over the defense and settlement thereof, and providing all information and assistance reasonably requested by Licensor in connection therewith. Notwithstanding the foregoing, Licensor will have no obligation or liability for any claim to the extent arising out of or resulting in whole or in part from: (i) unauthorized use or misuse of the Software; (ii) modifications to the Software not made by Licensor; (iii) combination of the Software with hardware, software or other items not supplied by Licensor or use as part of a Customer or third party method, model or system; (iv) the specific data or type(s) of data input, processed or transferred by Customer using the Software; or (v) alleged violation of non-United States patent rights. In the event Licensor has reason to believe

that any portion of the Software is or may become the subject of an infringement claim, in addition to Licensor's indemnification obligation, Licensor will have the right to modify the Software so that it becomes non-infringing, to secure the right for Customer to continue using the Software, or if the foregoing options are not commercially practicable, as determined by Licensor in its reasonable discretion, to terminate this Agreement and accept return of the Software in exchange for a refund equal to the unamortized portion of the license fees paid by Customer for the Software, calculated by amortizing the actual license fees paid by Customer over a five (5) year straight-line basis from the date the first such license fees became due and payable.

**17. LIMITATIONS ON LIABILITY.** IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SOFTWARE OR THE SERVICES, INCLUDING LOSS OF BUSINESS, PROFITS, OR REVENUE, LOSS OR DESTRUCTION OF DATA, OR BUSINESS INTERRUPTION OR DOWNTIME, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF LICENSOR ARISING OUT OF AND RELATED TO THIS AGREEMENT, THE SOFTWARE AND THE SERVICES WILL NOT, REGARDLESS OF THE NUMBER OF INCIDENTS OR CAUSES GIVING RISE TO ANY SUCH LIABILITY, EXCEED THE GREATER OF ONE THOUSAND DOLLARS (\$1,000) OR THE ACTUAL FEES PAID BY CUSTOMER TO LICENSOR FOR THE SOFTWARE AND SERVICES IN THE TWELVE (12) MONTHS PRIOR TO THE ACCRUAL OF THE FIRST SUCH CLAIM. THE LIMITATIONS ON LIABILITY IN THIS SECTION WILL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, REGARDLESS OF THE CAUSE OF ACTION OR BASIS OF LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE). THESE LIMITATIONS ON LIABILITY ARE AN ESSENTIAL PART OF THIS AGREEMENT, AND WILL BE VALID AND BINDING EVEN IF ANY REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE.

#### **18. MISCELLANEOUS**

(a) *Governing Law.* This Agreement will be governed and interpreted for all purposes by the laws of the great State of Florida U.S.A., without reference to any conflict of laws principles that would require the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (as enacted in any jurisdiction) do not and will not apply to this Agreement, and are hereby specifically excluded.

(b) *Jurisdiction; Venue.* Any dispute, action or proceeding arising out of or related to the Software, the Services or this Agreement will be commenced in the state courts of Sarasota County, Florida or, where proper subject matter jurisdiction exists, the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on *forum non conveniens*.

(c) *Notices.* All notices under this Agreement will be in writing, and will be delivered either personally, by postage prepaid registered or certified mail, return receipt requested, or by express courier service from a recognized international courier service. Notices will be directed to the other party's address set forth in the most recent order for Software or Services. Either party may change its address for notices from time to time by providing notice of such change in the manner specified by this section

(d) *Assignments.* Neither party may assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the other party; provided, however, Licensor may assign this Agreement to an affiliate controlling, controlled by or under common control with Licensor or to a successor in interest in connection with Licensor's merger, acquisition, corporate reorganization, or sale of all or substantially all of its business or assets to which this Agreement relates. Any attempted assignment or transfer in violation of the foregoing will be null and void from the beginning and without effect.

(e) *Relationship; Third Party Beneficiaries.* The parties hereto are independent contractors. Nothing in this Agreement will be deemed to create any agency, employment, partnership, fiduciary or joint venture relationship between the parties, or to give any third party any rights or remedies under or by reason of this

Agreement; provided, however, the disclaimers limitations on liability and contractual indemnification protections in this Agreement will extend to the parties and their respective directors, officers, employees, agents and affiliates. All references to a party in connection therewith will be deemed to include the foregoing persons and entities, who will be third party beneficiaries of such contractual disclaimers, limitations and contractual indemnification protections and entitled to accept all benefits afforded thereby.

(f) *Publicity.* Neither party will, without the prior written consent of the other party in each instance: (i) issue any press releases or make any other public statements concerning their relationship under this Agreement; (ii) disclose the pricing or terms of this Agreement to any third party, except to its legal, financial and other advisors under a duty of confidentiality, as may be required by applicable law, or as may be required in order to enforce this Agreement in a court of competent jurisdiction; or (iii) use in any advertising or marketing materials the name, logo or trademarks of the other party or its affiliates; provided, however, Customer may disclose to third parties that it is a client of Licensor, and Licensor may identify Customer as a licensee of the Software on its website and in its marketing materials.

(g) *Equitable Relief.* The Software and Documentation comprise the confidential and proprietary information of Licensor and its suppliers, constitute valuable trade secrets, and are protected by federal and international copyright laws and treaties. Customer acknowledges that Customer's breach of the license or ownership provisions of this Agreement would cause irreparable harm to Licensor, the extent of which would be difficult and impracticable to assess, and that money damages would not be an adequate remedy for such breach. Accordingly, in addition to all other remedies available at law or in equity, and as an express exception to the jurisdiction and venue requirements of this Agreement, Licensor will be entitled to obtain injunctive or other equitable relief in any court of competent jurisdiction.

(h) *U.S. Government Restricted Rights.* The Software and Documentation are licensed with RESTRICTED RIGHTS as "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation is licensed (if at all) to U.S. Government end users only as Commercial Items, and with only those rights as are granted to other licensees pursuant to this Agreement.

(i) *Export Control.* The Software and underlying information and technology may not be accessed or used except as authorized by United States and other applicable law, and further subject to compliance with this Agreement. The Software may not be exported or re-exported into any U.S. embargoed countries, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. Customer represents and warrants that Customer and its users of the Software are not located in, under the control of, or a national or resident of any country or on any such list.

(j) *Amendment; Waiver.* This Agreement may be amended only by a written instrument signed by an authorized representative of each party. No rights will be waived by any act, omission or knowledge of a party, except by an instrument in writing expressly waiving such rights and signed by an authorized representative of the waiving party. Any waiver on one occasion will not constitute a waiver on subsequent occasions.

(k) *Severability; Construction.* If any provision of this Agreement is determined to be invalid or unenforceable under applicable law, such provision will be amended by a court of competent jurisdiction to accomplish the objectives of such provision to the greatest extent possible, or severed from this Agreement if such amendment is not possible, and the remaining provisions of this Agreement will continue in full force and effect. The captions and section headings in this Agreement are for reference purposes only and will not affect the meaning or interpretation of this Agreement. The term "including" as used herein means "including without limitation." The terms "herein," "hereto," "hereof," and similar variations refer to this Agreement as a whole, rather than to any particular section.

(l) *Counterparts; Signatures.* This Agreement may be signed in counterparts, each of which will constitute an original and all of which together will constitute one and the same instrument. Any signature may be delivered by facsimile (including signed PDF, JPEG or similar electronic copy attached to an email), which will have the same effect as an original signature.

(m) *Entire Agreement.* This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements and understandings, written or oral, with regard to the subject matter hereof. Where Customer requires a purchase order as part of its procurement process, such purchase order may be issued for administrative purposes only. Any additional or conflicting terms proposed by Customer in any purchase order, request for proposal, acknowledgement, or other writing will not be binding, and are hereby objected to and expressly rejected.

## Legal Files Software | Exhibit B | Services Description

This Exhibit describes the installation, training, data conversion, maintenance and support and other services made available by Licensor to eligible licensees of the Software, and details Licensor's and Customer's responsibilities in connection with any order for such services.

### A. Installation

Licensor will deliver the Software for installation at Customer's site, and will provide installation instructions that must be followed by Customer for the installation. Customer is primarily responsible for installation and configuration of the Software, and its personnel should be experienced in client/server set-up procedures and the network, database and server platforms on which the Software and database will run.

In connection with Customers' initial installation and configuration of the Software, Licensor will make available the following services:

- For client/server application installation, up to four (4) hours of technical telephone support to assist Customer's personnel with the installation, at no additional charge.
- For web application installation, up to eight (8) hours of technical telephone support to assist Customer's personnel with installation, at no additional charge.
- Additional remote installation assistance is available upon request, and will be billed at Licensor's then-current hourly consulting rate.
- Onsite installation assistance is available upon request, subject to Licensor's reasonable scheduling and availability, and will be billed at Licensor's then-current daily consulting rate plus reimbursement of travel and expenses.

For purposes of the order and the EULA, installation means the date that Customer first installs the Software on its server, exclusive of subsequent configuration or implementation work. If Customer does not install the Software within ninety (90) days after order placement (subject to a day-for-day extension for any delay directly attributable to Licensor), the Software will be deemed to have been installed on such date, and any payments tied to installation will become due and payable.

### B. Training

Licensor will provide any training ordered by Customer in accordance with Licensor's standard training methods and using its standard training materials. Training is provided onsite at Licensor's then-current daily rate plus reimbursement of travel and expenses. Additionally, if required, there is a \$50 per computer and \$100 per projector surcharge (plus shipping) for training conducted at Customer's office using Licensor's equipment. If outside training facilities and equipment are utilized, such outside costs are Customer's responsibility.

### C. Electronic Data Conversion

Licensor will provide data conversion services ordered by Customer at its then-current rates and in accordance with its standard electronic data conversion procedures. Where the order specifies a number of hours for the data conversion, such number is an estimate only, and subject to adjustment based on format, quality and quantity of Customer data, timeliness of Customer cooperation and other factors outside of Licensor's reasonable control. The general progression and allocation of responsibility for data conversion services is as follows:

- Data conversion programs will be created at Licensor's facilities. In order to prepare the conversion program, all source data must be provided by Customer to Licensor in an acceptable, machine-readable format and must be corruption free.

- If necessary, including where in-house expertise or local consultants are not available, Licensor will visit Customer's site to obtain the source data and documentation required to create the conversion program. Such onsite services will be charged at Licensor's daily consulting rate plus reimbursement of travel and expenses.
- Data scrubbing is the process of fixing or eliminating individual pieces of data that are incorrect, incomplete or duplicated in the source database when the data is passed to the target database. Unless specifically noted in the order, Licensor's conversion estimate does not include data scrubbing. If desired or required, such services will be made available at an additional charge.
- Licensor will create a data mapping document that defines where the source data will reside in the target Software database. Once complete, the data mapping document must be approved by Customer via email or other writing before the conversion program can be created.
- Licensor will perform a test data conversion to provide Customer with the ability to review the source data as it was mapped and will appear in the Software application. The test data conversion must be approved by Customer via email or other writing before the final data conversion can be performed.
- If changes to the data mapping document or test data conversion are requested by Customer after they have been approved, Licensor reserves the right to charge an additional fee for time worked, and to delay any previously estimated completion dates.

**D. Maintenance and Support**

During the initial Support term and each renewal of Support, Licensor will provide Support to Customer in its use and operation of the Software comprised of the following:

(a) *General.* Customer may contact Licensor with questions and troubleshooting related to use and operation of the Software, as well as for remote diagnosis and priority resolution of material bugs, errors or other malfunctions encountered using the Software. A bug, error or malfunction is deemed "material" if it represents a nonconformity of the Software with Licensor's then-current published specifications and materially interferes with or degrades usability of the Software.

(b) *Contacting Technical Support.* Support queries may be submitted by email at [Support@LegalFiles.com](mailto:Support@LegalFiles.com) or by phone at (217) 726-6400 during Licensor's normal business hours: Monday through Friday from 8:00 a.m. to 5:00 p.m. U.S. Central Time (excluding holidays). Customer must appoint one primary contact person and one alternate contact person who have been trained and are competent in use and operation of the Software to place technical support queries.

(c) *Classification of Issues.* When contacting Licensor for Support, Customer should assign an initial severity based on the severity level classifications listed below, and should provide a detailed description of the issue or support request. The initial assignment of severity may be raised or lowered by Licensor, in its reasonable discretion, based on the information provided by Customer and/or subsequent diagnosis or remediation efforts, including the availability of a work-around.

Level	Description
1	A problem with the Software which renders the Software inoperative or causes a significant and ongoing interruption to Customer's business activities.
2	A problem with the Software which degrades or disrupts operation, but does not cause a significant and ongoing interruption to Customer's business activities.

3	A problem with the Software which has only a minor impact on Customer's business activities, or for which an acceptable work-around is readily available.
4	General questions, suggestions and feedback pertaining to use and operation of the Software.

(d) *Initial Response; Status Updates.* Licensor will use commercially reasonable efforts to provide an initial response and ongoing status updates for support requests within the target timeframes listed below. All timeframes are during Licensor's *normal business hours only*, and are further subject to Customer providing all information and assistance reasonably requested in connection therewith. Licensor will escalate support requests through its technical support channels as necessary to address covered support issues.

Level	Initial Response	Status Update
1	2 hours	Daily until workaround or correction available.
2	4 hours	Every 2 days until workaround or correction available.
3	1 day	As necessary or upon request.
4	2 days	As necessary or upon request.

(e) *Remote Access.* Upon request, Customer will provide Licensor remote access to Customer's computer system for the purpose of remote diagnostics. Any such remote access will be subject to Customer's remote access security policies and procedures as communicated to Licensor at the time.

(f) *On-Site Visits.* If in the reasonable judgment of the parties, an onsite visit to Customer's facility is necessary to resolve a critical problem, Licensor will make an onsite visit. If the critical problem was not caused by a defect in the current or immediately preceding release of the Software or is otherwise outside of warranty and Support coverage, Customer will reimburse Licensor for the onsite visit at Licensor's then-current daily consulting rate plus reimbursement of travel and expenses.

#### **E. Customer Responsibilities**

In connection with Support and all other Services provided by Licensor, Customer is responsible for: (i) assigning qualified personnel to coordinate with Licensor regarding Services; (ii) selecting and maintaining all third party hardware, software, peripherals and connectivity necessary to meet the system requirements for the Software; (iii) creating a restore point for its systems and backing up and verifying all data; and (iv) adopting reasonable measures to ensure the safety, security, accuracy and integrity of Customer's facilities, systems and network. Licensor will have no responsibility or liability arising out of or resulting in whole or in part from Customer's failure or delay to perform any such responsibilities, or for acts or omissions of third parties, Internet or telecommunications failures, or force majeure or other events beyond Licensor's reasonable control.