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SOFTWARE LICENSE AGREEMENT
for
I-Got-Notices®, DoingTIME®, and BankruptcyPRO®

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- a. “BKPRO” means the bankruptcy petition preparation and case management software licensed under the trademark BankruptcyPRO.
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- c. “DT” means the timekeeping and billing software licensed under the trademark DoingTIME.
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- f. “Term” means, with respect to a License, the period of time during which such License is in force, as set forth in Section 4.
- g. “User” means an individual, workstation or mobile device (depending on the Product licensed) associated with unique database access credentials.

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 - e. *IGN License.* IGN is licensed to you for a Term on a per-User, per-database basis. Each IGN License allows one User at a time to access a single database, and access LegalPRO's online data. Concurrent User access of a single database requires a separate IGN license for each User. User access of multiple databases requires a separate IGN license for each database. Upon purchase of one or more IGN Licenses, LegalPRO will issue to you an unlock code that you may use to activate and use the full functionality of IGN during the Term.
 - f. *Archive License.* Use of Products under an Archive License allows a single User limited access to a single Product database to retrieve and view information already stored in the database at the time of Term expiration. You may not enter any new cases, calendar items, billing items, communications or any other data. You will not have any access to LegalPRO's online data. Certain functionality and features of the Products may be disabled.
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- a. *Trial License Term.* Each Trial License automatically expires 30 days after registration of your copy of the Product(s) with LegalPRO. To continue your use of a Product beyond the Trial License Term, you must pay the appropriate license fee for the Product.
 - b. *BKPRO License Term.* The initial Term for each BKPRO License will begin when LegalPRO issues an unlock code, and will expire at the end of the time period for which you licensed BKPRO. You may renew the BKPRO License for subsequent Terms, but you must do so before expiration of the initial Term; provided, however, that LegalPRO may, in its sole discretion and upon written notice to you, refuse to allow you to renew the BKPRO License.
 - c. *DT License Term.* The initial Term for each DT License will begin when LegalPRO issues to you an unlock code, and will expire at the end of the time period for which you licensed DT. You may renew the DT License for subsequent Terms, but you must do so at least seven Business Days before expiration of the initial Term; provided, however, that LegalPRO may, in its sole discretion and upon written notice to you, refuse to allow you to renew the DT License.

- d. *IGN License Term.* The initial Term for each IGN License will begin when LegalPRO issues to you an unlock code, and will expire at the end of the time period for which you licensed IGN. You may renew the IGN License for subsequent Terms, but you must do so at least seven Business Days before expiration of the initial Term; provided, however, that LegalPRO may, in its sole discretion and upon written notice to you, refuse to allow you to renew the IGN License.
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LEGALPRO SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY THIRD-PARTY LICENSES, FEES OR CHARGES (INCLUDING WITHOUT LIMITATION PACER FEES AND COURT CHARGES) THAT YOU MAY INCUR OR REQUIRE IN CONNECTION WITH USE OF ANY PRODUCT. YOU AGREED THAT YOU ARE SOLELY RESPONSIBLE FOR ALL SUCH LICENSES, FEES AND CHARGES.

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- b. *Privacy.* For information about LegalPRO's privacy practices, please read LegalPRO's privacy policies posted at <http://www.legal-pro.com/privacy-policy/>. These policies explain how LegalPRO treats your personal information and protects your privacy. Notwithstanding anything in any policy to the contrary, you agree that LegalPRO may collect information based on your use of the programs, including, but not limited to: 1) your name and the serial number granted to you for its use, 2) the package, version and release number, 3) usage statistics and information, 4) runtime errors, 5) system information, and 6) various feature usage.
- c. *Content Disclaimer.* Other than as provided in this Agreement, LegalPRO does not control your Use of the Products. You are solely responsible for complying with all intellectual property and privacy statutes, and for obtaining all necessary intellectual property rights to any and all third-party programs, data and content (whether audio, video, text, graphic or otherwise) that you use with the Products.
- d. *No Transfer.* You may not assign, transfer or sublicense the Agreement or any obligations or benefit under this Agreement without the prior written consent of LegalPRO. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- e. *Controlling Law.* This Agreement shall be governed by and construed in accordance with the laws of the United States and of the State of Texas, without regards to conflicts of law principles. The parties submit to the exclusive jurisdiction and venue in the state and federal courts located in Bexar County, Texas, and hereby waive all objections to personal jurisdiction, venue and *forum non conveniens* with respect to such jurisdiction, venue and forum.
- f. *Limitation Period.* NEITHER PARTY WILL BE LIABLE FOR ANY CLAIM BROUGHT MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION FOR SUCH CLAIM FIRST AROSE, OR WITHIN SUCH SHORTER PERIOD AS PROVIDED BY APPLICABLE LAW. IF LICENSEE DOES NOT COMMENCE ANY CLAIM, CONTROVERSY OR DISPUTE WITHIN SUCH PERIOD, LICENSEE SHALL BE DEEMED TO HAVE WAIVED SUCH CLAIM, CONTROVERSY OR DISPUTE.
- g. *Compliance with Export Laws.* Customer may not export any Product outside of the United States without LegalPRO's express written permission. If LegalPRO agrees to allow export of Product, then Customer will comply with all applicable export laws, restrictions and regulations of United States and foreign jurisdictions and will not export or re-export, or allow the export or re-export of any product, technology or information it obtains or learns

pursuant to this Agreement (or any direct product thereof) in violation of any such laws, restrictions or regulations.

- h. *U.S. Government Restricted Rights.* The Products are “commercial computer software,” and all documentation therefor is “commercial computer software documentation,” as those terms are defined and used at 48 C.F.R. 2.101 and 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212, and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government Customers acquire or license the Products and documentation therefor with only those rights set forth herein. The contractor/manufacturer of the Products and documentation therefor is LegalPRO Systems, Inc., 12042 Blanco Road, Suite 308, San Antonio, Texas 78216.
- i. *Relationship of the Parties.* Nothing in this Agreement will be construed to constitute either party as the agent, employee or representative of the other party and no joint venture or partnership will be created hereby. Neither party will make or have the power or authority to act for, bind or otherwise create or assume any obligation on behalf of the other party for any purpose whatsoever.
- j. *Amendment and Waiver.* No amendment, change, waiver or discharge hereof shall be valid unless in writing and signed by both parties. Any waiver or consent by either party to any variation from any provision of this Agreement shall be valid only in the specific instance in which it is given, and no such waiver or consent shall be construed as a waiver of any other provision of this Agreement or with respect to any similar instance or circumstance.
- k. *Force Majeure.* Neither party hereto shall be responsible for any failure to perform its obligations under this Agreement (other than obligations to pay money and confidentiality obligations) if such failure is caused by acts of God, war, strikes, revolutions, lack or failure of transportation facilities, failure of telecommunications providers, fire, laws or governmental regulations or other causes which are beyond the reasonable control of such party. In the event of such a cause, the party affected will give prompt, written notice to the other party, and undertake continuous and diligent efforts to resume performance.
- l. *Savings Clause.* In the event any provision of this Agreement, or the application thereof, becomes or is declared by a tribunal of competent jurisdiction to be illegal, void or unenforceable, that provision shall be limited or eliminated, and the remainder of this Agreement will continue in full force and effect. The parties further agree that such tribunal shall replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision, consistent with the parties’ intent as expressed in this Agreement.
- m. *Section Headings.* The section headings used in this Agreement are intended for convenience only and shall not be deemed to supersede or modify any provisions.
- n. *Entire Agreement.* This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein, whether contained in a Customer-issued RFI, purchase order, policy, regulation or other documentation. This Agreement may be executed by electronic signature and in two or more counterparts, all of which taken together will constitute one and the same Agreement.
- o. *Bargained for Bases.* EACH PARTY RECOGNIZES AND AGREES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THIS AGREEMENT ARE MATERIAL BARGAINED FOR BASES OF THIS AGREEMENT AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING

THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

- p. *No Third Party Beneficiaries.* Nothing in this License is intended, nor will be deemed, to confer any rights or remedies upon any person or legal entity not a party to this License.
- q. *Waiver of Jury Trial.* Licensor and Licensee, fully aware of their constitutional right to trial by jury and having had full opportunity to consult with counsel or otherwise evaluate whether to waive that right, hereby irrevocably waive trial by jury in any action, proceeding or counterclaim, cross claim or otherwise.
- r. *Waiver of Punitive Damages.* Licensor and Licensee irrevocably waive, to the fullest extent permitted by law, any right to or claim for punitive or exemplary damages against the other.
- s. *Arbitration.* Any controversy or claim between or among the parties hereto, including but not limited to those arising out of or relating to this license or any agreements or instruments relating hereto or delivered in connection herewith and any claim based on or arising from an alleged tort, shall at the request of any party hereto be determined by binding arbitration conducted in Bexar County, Texas. The parties agree to name as arbitrator a former State District Judge of the State of Texas living in Bexar County. If the parties fail to agree either one of the parties or both of them may petition the Presiding District Court of Bexar County to name as arbitrator a former State District Judge living in Bexar County of the court's choosing. Any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator. The parties agree to be bound by the award of the arbitrator. Judgment upon the arbitration award may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party hereto, including the plaintiff, to submit the controversy or claim to arbitration. The parties agree to bear equally the cost of arbitration. In the event an arbitration proceeding is commenced in connection with the enforcement of this license or any instrument or agreement required under this license, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements incurred in connection with such action or proceeding, as determined by the court or arbitrator.
- t. *Notices and Requests.* All notices, requests and other communications hereunder shall be in writing and shall be delivered in person or sent by registered mail, by nationally recognized overnight courier service or by facsimile transmission (with confirmation of receipt) to the address or facsimile number of the other party or to such other address designated in writing by the receiving party. Unless otherwise provided, notice shall be effective the earlier of (i) three days after the date it is officially recorded as having been sent, or (ii) the date of receipt (if received before 5:00 p.m. local time, or the next day if after such time) as evidenced by delivery receipt or equivalent. LegalPRO's address is: LegalPRO Systems, Inc., 12042 Blanco Rd., Suite 308, San Antonio, TX 78216, (210) 561-5300.