

END USER SOFTWARE LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("AGREEMENT") IS BETWEEN SECURE DISCOVERY SOLUTIONS, LLC. (HEREAFTER "LICENSOR") AND THE SUBSCRIBER TO, PURCHASER, LICENSEE OR USER OF, LICENSOR'S PRODUCTS OR SERVICES (HEREAFTER "SUBSCRIBER"). IMPORTANT: READ THE TERMS AND CONDITIONS OF THIS SOFTWARE LICENSE AGREEMENT CAREFULLY BEFORE DOWNLOADING THIS SOFTWARE. BY CLICKING THE "I ACCEPT" BUTTON, YOU (THE "SUBSCRIBER") ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, AND THAT YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU ARE ACTING ON BEHALF OF AN ENTITY, THEN YOU REPRESENT THAT YOU HAVE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHOULD NOT INSTALL OR USE THE SOFTWARE, AND IT IS YOUR RESPONSIBILITY TO TERMINATE THE DOWNLOAD PROCESS WITHOUT DOWNLOADING THE SOFTWARE.

1. Terms and Conditions.

1.1. Definitions

"Confidential Information" is defined in Section 6.

"Designated Site" means the physical facility where Subscriber first downloads and installs the Licensed Program.

"Designated Computer" shall mean any computer meeting the software requirements physically located at the Designated Site and physically connected to the Subscriber's network.

"Effective Date" is the date you accept this License.

"License" means the license granted to the Software under the terms and conditions defined herein.

"Licensed Program" means Electronic Discovery Solution software licensed by Subscriber, the current, generally released version as of the Effective Date, as installed by this installation process, and any Upgrades thereto provided by Licensor pursuant to Software Support and Upgrades policy, in machine-executable form only.

"Software" means the Software and Documentation that relates thereto.

"Registration Key" means the Software registration key provided to client prior to installation of the Software.

"Software Support and Upgrades Fees" is defined in the Support Terms.

"Software Support and Upgrades Services" is defined in the Support Terms.

"Subscription Fee" means the subscription fee payable for the License, for a month-to-month perpetual period, at the fee per Designated Active Case set forth in Licensor's then current Exhibit B price schedule, plus any applicable Taxes.

"Subscription Term" is defined in Section 9.1.

"Support Terms" means Licensor's standard Software Support and Upgrades Terms and Conditions, set out in Exhibit A to this Agreement, attached hereto and made a part hereof by reference.

"Taxes" is defined in Section 4.2.

"Upgrades" is defined in the Support Terms.

"Licensor" means Secure Discovery Solutions, LLC., having its principal offices at 1170 Gator Trail, West Palm Beach, FL 33409. This address is subject to change without notice. Refer to the official web site <http://www.securediscovery.com/eds> for the official contact information.

"Case" shall mean a defined collection of information and documents related to a particular legal case.

"Case Status" shall mean active, inactive or archived.

"Active Case" shall mean a defined Case within the system database that is identified as being "active" as opposed to "inactive" or "archived".

"Billing Code" shall mean a defined identifier used by the Software to identify each case in Subscribers database for the purposes of billing. Subscriber is required to enter a Billing Code for each Case maintained by the Software. If the Subscriber does not enter a Billing Code, the Case Number is used. If the Subscriber does not enter a Billing Code or Case Number, the Case Name is used.

2. The Right to Use Software.

2.1. License. Subject to the terms and conditions set forth below and Subscriber's payment of the Subscription Fee, Licensor grants to Subscriber a limited, non-exclusive and non-transferable license, during the Subscription Term (as defined below) to install and operate the Licensed Program, in machine-executable form only on the Designated Computer and solely in accordance with the associated delivered documentation (the "Documentation") (the Documentation together with the Licensed Program collectively, the "Software").

2.2. Designated Computer. Subscriber shall implement reasonable controls to ensure that the Licensed Program is used solely on the Designated Computer. Licensor reserves the right to audit Subscriber's use of the Licensed Program during normal business hours and with reasonable notice and to include means within the Licensed Program to limit Subscriber's use of the Licensed Program to the Designated Computer. Except as otherwise expressly provided herein, in the event that Subscriber uses the Licensed Program on any CPU other than the Designated Computer, Subscriber shall promptly pay Licensor the fees required to license such additional Designated Computer based upon Licensor's then-current commercial price list.

2.3. Internal Use at Designated Site. The Software may be used only at the Designated Site and on the Designated Computer for which Subscriber has paid the applicable Subscription Fee. Subscriber may only use the Software for its internal business use and not in the operation of a service bureau, time sharing or outsourcing service or for the benefit of any other person or entity.

2.4. Backup Computer. Subscriber is authorized to use the Software on a single substitute or backup computer located at the Designated Site on a temporary basis without charge any time a Designated Computer is inoperative due to a malfunction beyond the control of Subscriber. Upon Subscriber's prior written notice and delivery to Licensor of a new host identification and receipt from Licensor of a new license key, Subscriber may transfer the Software on a permanent basis to a single replacement Designated Computer without charge.

2.5. Restrictions. Subscriber may only make one copy of the Software as necessary for bona fide backup or archival purposes. No identifying marks, copyright or proprietary rights notices may be deleted from any copies of the Software made by Subscriber. Except as otherwise expressly permitted hereunder, Subscriber shall not rent, transfer, distribute, modify or translate the Software or decompile, create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Software, or adapt the Software, or any portion thereof, in any way or use it to create a derivative work. If the Software is purchased as part of a package with Studio Enterprise software distributed by Licensor, the Software may only be used in order to develop other software products, and may not be used in a commercial or production environment.

2.6. Active Case. The Software shall automatically report the number of Active Cases and changes to a Case's Status within the Subscriber's database on a periodic and recurring basis. Licensor shall implement reasonable controls to ensure that the number of Active Cases during any monthly period is accurate and not tampered with. Licensor reserves the right to audit Subscriber's use of the Licensed Program remotely or during normal business hours and with reasonable notice and to include means within the Licensed

Program to limit Subscriber's use of the Licensed Program with respect to Active Cases. Except as otherwise expressly provided herein, in the event that there is a discrepancy between the actual and reported Active Cases for any given billing period, Subscriber shall promptly pay Licensor the fees required to license such additional Active Cases based upon Licensor's then-current commercial price list.

3. Software Support and Upgrades Services. Unless the Software Support and Upgrades Fee is included in the Subscription Fee, Subscriber may elect to purchase Software Support and Upgrades Services by so ordering from Licensor and paying Licensor the applicable Software Support and Upgrades Services Fees in accordance with the Support Terms that appear in Exhibit A and costs designated in Exhibit B.

4. Payment.

4.1. Payment of Fees. Licensor may require Subscriber to pay a non-refundable Subscription Fee prior to downloading the Software, which may be used for either a one-year period (the "One-Year License") or perpetually (the "Perpetual License"), in either case subject to compliance with the terms of this Subscription Agreement. At Subscriber's option during the online registration process, Licensor will either charge the Subscription Fee to the credit or debit card account provided by Subscriber, or provide Subscriber with a purchase order to print out, duly execute and fax or mail to Licensor followed by payment by check, credit card, debit card or wire transfer of the Subscription Fee acceptable to Licensor. Subscriber will only gain access to the Licensed Program once the Subscription Fee has been transferred and accepted by Licensor.

4.2. Taxes. Subscriber shall, in addition to all other payments required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state, or local, however designated, which are levied or imposed by reason of the transaction contemplated hereby; excluding, however, income taxes on profits which may be levied against Licensor ("Taxes"). Subscriber shall reimburse Licensor for the amount of any such Taxes or duties paid or accrued directly by Licensor as a result of this transaction.

4.3. Late Payment. If payment is not received by Licensor from Subscriber's credit or debit card issuer or its agents, or if the check is not honored, Subscriber agrees to pay all amounts due upon demand by Licensor. If Subscriber fails to pay Subscription Fees or Software Support and Upgrades Fees by their due date, without limitation of other rights and remedies, at Licensor's request, Subscriber shall pay late charges of one and one half percent (1.5%) per month, together with all of Licensor's expenses and collection costs, including reasonable attorneys' fees, incurred in enforcing the Agreement. Payments shall be paid in U.S. currency. Any rate of exchange which may be applicable to payments due or other monetary calculations for purposes of this Agreement shall be the rate set forth in the Wall Street Journal on the day that the payment is due.

5. Proprietary Rights.

5.1. Title to Software. Subscriber acknowledges that the Software (and any copies thereof) are the sole and exclusive property of Licensor or Licensor's licensors, including all applicable rights to patents, copyrights, trademarks and trade secrets inherent therein or appurtenant thereto, in all media now known or hereinafter developed.

5.2. Subscriber's Rights. Subscriber is not purchasing title to the Software or copies thereof, but rather is being granted only a license to use the Software.

5.3. Rights Reserved by Licensor. All rights not granted to Subscriber herein are reserved to Licensor.

6. Confidentiality.

6.1. Restrictions on Use. Subscriber shall not sell, transfer, publish, disclose, display or otherwise make available to others any portion of the Software, the financial terms of this Agreement, or any other information identified in writing by Licensor as confidential or proprietary or which, at law or equity, ought to remain confidential (collectively, the "Confidential Information") without Licensor's prior, written consent in each instance.

6.2. Disclosure to Employees. Subscriber agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Licensor's right therein and to take appropriate action by instruction or agreement with its employees who are permitted access to the Confidential Information to satisfy Subscriber's obligations hereunder.

6.3. Identifying Unauthorized Use. Subscriber shall use its best efforts to assist Licensor in identifying and preventing any unauthorized use, copying or disclosure of the Confidential Information, or any portion thereof, or any of the algorithms or logic contained therein. Subscriber shall advise Licensor immediately in the event Subscriber learns or has reason to believe that any person to whom Subscriber has given access to the Confidential Information, or any portion thereof, has violated or intends to violate the confidentiality of the Confidential Information or the proprietary rights of Licensor, and Subscriber will, at Subscriber's expense, cooperate with Licensor in seeking injunctive or other equitable relief in the name of Subscriber or Licensor against any such person.

6.4. Degree of care. Subscriber agrees to maintain the confidentiality of the Confidential Information using at least as great a degree of care as Subscriber uses to maintain the confidentiality of Subscriber's own most confidential information.

6.5. Remedies on Breach. Subscriber acknowledges that the disclosure of any aspect of the Confidential Information will immediately give rise to continuing irreparable injury to Licensor inadequately compensable in damages at law, and Licensor is entitled to obtain immediate injunctive relief against the breach or threatened breach of any of the foregoing confidentiality undertakings, in addition to any other legal remedies which may be available. In addition, Licensor may immediately terminate this Agreement, including all license rights granted herein, in the event Subscriber breaches any of its confidentiality obligations herein.

7. Warranty.

ALL SOFTWARE AND SERVICES OF LICENSOR ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE (INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE AND NONINFRINGEMENT). LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL BE DELIVERED OR PERFORM ERROR-FREE OR WITHOUT INTERRUPTION. SUBSCRIBER'S USE OF THE SOFTWARE IS AT SUBSCRIBER'S OWN RISK.

8. Limitation of Liability.

LICENSOR AND LICENSOR'S LICENSORS SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF INFORMATION ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF LICENSOR OR LICENSOR'S LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LICENSOR OR LICENSOR'S LICENSORS BE LIABLE FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER RELATING TO ANY THIRD PARTY SOFTWARE OR HARDWARE. IN NO EVENT SHALL LICENSOR'S AGGREGATE LIABILITY FOR ANY REASON(S) AND UPON ANY CAUSE(S) OF ACTION WHATSOEVER EXCEED THE AMOUNT OF SUBSCRIPTION FEES ACTUALLY PAID BY SUBSCRIBER TO LICENSOR UNDER THIS AGREEMENT.

9. Subscription Term and Termination.

9.1. Subscription Term. The term of this Agreement (the "Subscription Term") shall commence on the Effective Date and shall continue for a period of one year with respect to the One-Year License or perpetually with respect to the Perpetual License, as shall be specified in the purchase order or invoice/price proposal, unless terminated earlier pursuant to this Agreement. Unless otherwise specified in the purchase order or invoice/price proposal, the Subscription Term for the One-Year License shall be extended for additional one-year periods, and Subscriber will be required to pay for such extension, unless Subscriber has notified Licensor in writing that it does not intend to extend the Subscription Term at least 30 days prior to the end of the then-current Subscription Term. In addition, Licensor may provide a brief trial or evaluation term under which Subscriber has the right to use the Licensed Program for the sole purpose of evaluating whether to license the Licensed Program for payment.

9.2. Termination. In addition to its rights as set forth elsewhere in this Agreement, at law or in equity: (i) Licensor shall have the right to terminate this Agreement upon thirty (30) days written notice to Subscriber upon material violation or breach by Subscriber, its officers or employees of any provision of this Agreement, in the event that such breach has not been cured within such period, and (ii) this Agreement shall automatically terminate in the event that Subscriber fails to meet its payment obligations hereunder.

9.3. Effect of Termination. The termination of this Agreement shall automatically, and without further action by Licensor, terminate and extinguish the License. In the event of termination of this Agreement by Licensor, Licensor shall have the right, at any time, to take immediate possession of the Software, and all copies thereof, wherever located. Within five (5) days after the termination of the License granted hereunder, Subscriber shall return the Software, including all copies thereof, to Licensor, or upon request of Licensor, destroy the Software and all copies thereof and certify in writing that the same have been destroyed.

9.4. Survival. Notwithstanding the foregoing, Sections 4, 5, 6, 7, 8, 9, 11, 12 and 13 shall survive the expiration or termination hereof for any reason.

10. Operating Environment. Subscriber is solely responsible for acquiring, installing, operating and maintaining the hardware and software environment necessary to operate the Licensed Program.

11. Export Restrictions.

THIS SUBSCRIPTION AGREEMENT IS EXPRESSLY MADE SUBJECT TO ANY LAWS, REGULATIONS, ORDERS, OR OTHER RESTRICTIONS ON THE EXPORT, REEXPORT OR IMPORT OF THE SOFTWARE OR INFORMATION ABOUT SUCH SOFTWARE WHICH MAY BE IMPOSED FROM TIME TO TIME BY THE GOVERNMENT OF THE UNITED STATES OF AMERICA OR ANY OTHER GOVERNMENT. SUBSCRIBER SHALL NOT EXPORT, REEXPORT OR IMPORT THE SOFTWARE, DOCUMENTATION, OR INFORMATION ABOUT THE SOFTWARE OR DOCUMENTATION WITHOUT THE WRITTEN CONSENT OF LICENSOR AND COMPLIANCE WITH SUCH LAWS, REGULATIONS, ORDERS, OR OTHER RESTRICTIONS.

12. U.S. Government Restricted Rights. The Software (including the Documentation) is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the United States government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause of DFARS 252.227-7013 or subparagraph (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at 48 CFR 52.227-19 as amended, or any successor regulations thereto.

13. General.

13.1. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the terms and conditions between the parties, and supersedes and merges all prior proposals, understandings and other agreements, oral and written, between the parties, relating to the subject matter hereof. This Agreement may not be modified or altered except by written instrument duly executed by both parties.

13.2. Severability. If one or more of the provisions contained in this Agreement is held invalid, illegal or unenforceable in any respect by any court of competent jurisdiction, such holding will not impair the validity, legality, or enforceability of the remaining provisions.

13.3. Waiver. The failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder. No action, regardless of form, arising out of this Agreement may be brought by either party more than two (2) years after the cause of action has arisen, with the exception of violation of Licensor's proprietary rights in the Software or the confidentiality obligations set forth herein.

13.4. Assignment. Subscriber may not assign or sublicense, without the prior written consent of Licensor, its rights, duties or obligations under this Agreement, in whole or in part, to any person or entity.

13.5. Governing Law. This Agreement and any action related hereto shall be governed by the laws of the State of Florida without reference to the conflict of laws provisions thereof. Licensor and Subscriber hereby agree on behalf of themselves and any person claiming by or through them that the sole and exclusive jurisdiction and venue for any litigation arising from or relating to this Agreement or the subject matter hereof shall be an appropriate court located in Palm Beach County, Florida, USA and Subscriber consents

to such jurisdiction and waive all objections to such jurisdiction and venue. If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

13.6. Relationship of Parties. It is expressly agreed that Licensor and Subscriber are acting hereunder as independent contractors.

13.7. Notice. Any notice provided pursuant to this Agreement shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt thereof; (ii) if mailed, three (3) days after deposit in the U.S. mails, postage prepaid, certified mail, return receipt requested; or (iii) if by next day delivery service, upon such delivery. All notices shall be addressed to Licensor specified on Licensor's official web site <http://www.securediscovery.com>, and to Subscriber at the address provided by Subscriber upon downloading the Licensed Program. Either party may change its address by giving written notice to the other party. Notwithstanding the foregoing, notice by Licensor to Subscriber may be effected by electronic mail sent to the electronic mail address indicated to Licensor upon downloading the Licensed Program or to a different electronic mail address of which Subscriber has notified Licensor.

EXHIBIT A

TO LICENSOR SUBSCRIPTION AGREEMENT

Software Support and Upgrades

Terms and Conditions

These Support Services Terms and Conditions ("Support Terms") are referenced in and incorporated into the Subscription Agreement between Licensor and the Subscriber. Licensor may, from time to time, offer different maintenance and support options than as set forth herein. Such options will be specified on Licensor's website.

1. Definitions.

Unless defined otherwise herein, capitalized terms used herein shall have the same meaning as set forth in the Subscription Agreement:

"Response Time" means the time frame within which Licensor shall provide the Subscriber with a first response to a reported error in the Licensed Program submitted in writing to Licensor's online help desk via Licensor's official website <http://www.securediscovery.com/eds> or internal Software Support Options. Such time frame shall be within two business days.

"Software Support and Upgrades Fees" means the annual fees payable for Software Support and Upgrades in the amount set forth in the then current published price list for each Support Period (hereinafter defined), due on the effective date of the order by which Subscriber elects to obtain the Software Support and Upgrades.

"Software Support and Upgrades" is defined in section 2.1 below.

"Subscription Agreement" means the Licensor Subscription Agreement between the Subscriber and Licensor, which agreement references and incorporates these Support Terms.

"Upgrades" means releases and versions of the Licensed Program issued subsequent to the release or version initially delivered hereunder in which Licensor has incorporated (i) accumulated corrections or Bug Fixes, (ii) Minor Upgrades, (iii) Major Upgrades, (iv) new platform compatibility; and/or (v) if applicable, new or revised Documentation that describes the updated Licensed Program. "Bug Fixes" shall be incorporated in a new version or release. Upgrades shall not include any options or future products which Licensor licenses separately.

2. Software Support and Upgrades.

2.1. Scope. In consideration for Subscriber's payment of the Software Support and Upgrades Fees, and subject to the terms and conditions of these Support Terms, Licensor shall provide to Subscriber during the Support Period Software Support and Upgrades, as specified below:

a) Online Support. Licensor shall make technical support available to Subscriber solely within the Response Time and via the Licensor help desk, available through the Licensor website or internal Software Support Options. Technical support may not be available via phone correspondence.

b.) Upgrades. Licensor shall provide Subscriber with Upgrades to the Licensed Program that are generally released to Licensor's similarly situated licensees. Each Subscriber must receive updates on a monthly basis in order to prevent the Software from expiring.

c.) Exclusions. Notwithstanding anything to the contrary, Licensor shall have no obligation hereunder to provide Software Support and Upgrades for (i) corrections of difficulties or defects due to Subscriber's computer hardware, the computer environment, the computer operating system, use of the Software on equipment or an operating system not approved by Licensor or other causes external to the Software, or (ii) Software that has been modified from its standard form as provided by Licensor.

2.2. Support Period. Subject to Section 2.4 below, Software Support and Upgrades for either One-Year License or Perpetual License shall be provided either: (a) for a period of one (1) year from the Effective Date (as defined in the Subscription Agreement) if the Software Support and Upgrades Fees are included in the Subscription Fees for such year; or (b) for a period of up to one year, commencing as of the date of the order of such Software Support and Upgrades and ending on the next anniversary of the Effective Date (collectively, the "Support Period"). The Subscriber may extend the Support Period each year for an additional period of up to one (1) year, ending on the next anniversary of the Effective Date, by submitting an order for such services to Licensor.

2.3. Termination for Cause. In the event Subscriber fails to make payment pursuant to the Section below entitled "Payment", or in the event Subscriber otherwise materially breaches these Support Terms and such breach has not been cured within thirty (30) days of receipt of notice of breach, Licensor may suspend or cancel services.

2.4. Duration. Software Support and Upgrades, if ordered, shall be available to Subscriber (i) only so long as Subscriber maintains the current installed version of the Licensed Program with all new Upgrades and any other new releases, versions, updates, enhancements and error fixes, and so long as the equipment on which the Licensed Program is installed is configured as specified in the Documentation, (ii) only so long as Subscriber is up-to-date in its payment of Software Support and Upgrades Fees, and (iii) until termination or expiration of the Subscription Agreement. In addition, the Software Support and Upgrades may not be reinstated for an applicable Licensed Program if the Subscriber fails to obtain Software Support and Upgrades for any given time period and a Major Upgrade of the Licensed Program has been released during such period.

2.5. Limitation. Notwithstanding anything to the contrary herein, Subscriber shall be solely responsible for backing up the Licensed Program, System data and database and performing other basic repairs as set forth in the Documentation or instructions which may be provided by Licensor to Subscriber from time to time.

3. Payment.

3.1. Payment of Support Fees. Unless the Support and Upgrades Fees are included in the Subscription Fee, on receipt of Subscriber's order for Software Support and Upgrades, Licensor shall invoice Subscriber in advance in the amount of the Software Support and Upgrades Fees, which shall be due on the Effective Date or on the effective date of the order by which Subscriber elects to obtain the Software Support and Upgrades. Subscriber hereby agrees to pay all Software Support and Upgrades Fees at the prices and upon terms as set forth herein. Subscriber acknowledges that Software Support and Upgrades Fees are non-refundable.

3.2. Prices. Licensor reserves the right to change prices or institute new charges for the Software Support and Upgrades effective after the first anniversary of the Effective Date, provided that Licensor posts such new charges on Licensor's website at least thirty (30) days in advance. Subscriber's continued use of the Software Support and Upgrades thereafter constitutes Subscriber's acceptance of the prices and/or charges as modified by Licensor.

4. Warranty.

ALL SERVICES AND SOFTWARE OF LICENSOR ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE (INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE AND NONINFRINGEMENT). LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL BE DELIVERED OR PERFORM ERROR-FREE OR WITHOUT INTERRUPTION. SUBSCRIBER'S USE OF THE SOFTWARE IS AT SUBSCRIBER'S OWN RISK.

5. General.

Licensor shall not be liable for any failure or delay in performance under these Support Terms due to causes beyond its reasonable control. Any illegal or unenforceable provision shall be severed from these Support Terms. Subscriber agrees that any information received pursuant to these Support Terms shall be deemed to be subject to the non-disclosure obligations set forth in the Subscription Agreement. Subscriber's obligation of payment of monies due to Licensor under these Support Terms shall survive termination of these Support Terms or the Subscription Agreement. These Support Terms state the entire agreement regarding Licensor's provision of Support Services to Subscriber and may be amended only by a written amendment set forth on a separate document executed by authorized representatives of both parties.

EXHIBIT B

PRICE SCHEDULE

Terms and Conditions

These Price Schedule Terms and Conditions ("Price Schedule") are referenced in and incorporated into the Subscription Agreement between Licensor and the Subscriber. Licensor may, from time to time, offer different pricing schedules and options other than as set forth herein. Such options will be specified on Licensor's website.

1. Definitions.

Unless defined otherwise herein, capitalized terms used herein shall have the same meaning as set forth in the Subscription Agreement:

"Case License Fee" means the cost of a single Active Case in the Software. Currently the Case License Fee is \$25.00.

"New Case" means a Case that is added to the Software.

"Active Case" means a Case that is in the Software with a status set to "active".

"Inactive Case" means a Case that is in the Software with a status set to "Inactive". Subscribers are limited in Software Features for Inactive Cases.

"Reactivated Case" means a Case that was re-activated within 90 days of becoming Inactive.

"Inactive Document Access" means limited access provided to clients in order to view Case documents while a case is Inactive.

"Discount License Fee" means the discounted cost of a single Active Case in the Software. Discounts may be provided at Licensor's discretion.

"Monthly License Fee" means the monthly fee charged to Subscriber on a month to month basis which is the total cost of all Case License Fees.

2. Invoicing.

The total number of Active Cases are determined at the beginning of each month, for the previous month, and then multiplied by the Case License Fee (or the Discount License Fee if a discount is provided) to determine the Monthly License Fee. A minimum of \$75 shall be charged if there is at least one Active Case in the Software. The Monthly License Fee shall be incorporated into an invoice and delivered to the Subscriber via e-mail to the address provided by the Subscriber and verified when the Software was installed.

2.1 New Cases: Subscribers are charged the Case License Fee for the month in which a New Case was added to the Software.

2.2 Activated Cases: Subscribers are charged the Case License Fee for the month in which a Case is Activated in the Software.

2.3 Inactive Cases: Subscribers are not charged the Case License Fee for the month in which a Case is deactivated.

2.4 Reactivated Case: If a case is reactivated within 90 days of being de-activated, Licensor shall invoice Subscriber for all the months between the date the Case was set to Inactive and the date the Case was set to Active.

2.5 Inactive Document Access: Subscribers shall be limited to viewing 5 documents, per month, in Inactive Cases. Additional viewing shall automatically activate the Case and the Subscriber shall be charged accordingly.

3. Payment Terms

Monthly invoices are due on receipt. Subscriber's failure to pay an invoice within the month it was generated may result in the Subscriber not being able to receive critical Updates and may cause the Software to be unusable.

4. Warranty.

ALL SERVICES AND SOFTWARE OF LICENSOR ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE (INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE AND NONINFRINGEMENT). LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL BE DELIVERED OR PERFORM ERROR-FREE OR WITHOUT INTERRUPTION. SUBSCRIBER'S USE OF THE SOFTWARE IS AT SUBSCRIBER'S OWN RISK.

5. General.

Licensor shall not be liable for any failure or delay in performance under this Price Schedule due to causes beyond its reasonable control. Any illegal or unenforceable provision shall be severed from these Support Terms. Subscriber agrees that any information received pursuant to these Support Terms shall be deemed to be subject to the non-disclosure obligations set forth in the Subscription Agreement. Subscriber's obligation of payment of monies due to Licensor under these Support Terms shall survive termination of these Support Terms or the Subscription Agreement. These Support Terms state the entire agreement regarding Licensor's provision of Support Services to Subscriber and may be amended only by a written amendment set forth on a separate document executed by authorized representatives of both parties.

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