

## End User License Agreement

PLEASE READ THIS AGREEMENT IN ITS ENTIRETY AS THE TERMS MAY HAVE CHANGED. BY CLICKING THE "I ACCEPT" BUTTON, YOU ACKNOWLEDGE THAT (1) YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT; (2) YOU ARE AUTHORIZED TO ACCEPT IT; AND (3) YOU AGREE TO ITS TERMS. IF YOU DO NOT ACCEPT THE TERMS CONTAINED HEREIN, CLICK THE "I DO NOT ACCEPT" BUTTON BELOW.

PLEASE NOTE: THE TERMS CONTAINED HEREIN MAY HAVE CHANGED. FURTHER, THIS AGREEMENT CONTAINS TERMS THAT APPLY TO A PERPETUAL RIGHT TO USE THE SOFTWARE AND TERMS THAT APPLY TO A SOFTWARE SUBSCRIPTION (DEPENDING UPON HOW YOU PURCHASED THE RIGHT TO USE THE SOFTWARE) AND TERMS THAT ARE COMMON TO EACH OF THE FOREGOING.

\*\* If you have any questions as to which terms are applicable to you, please contact LexisNexis at the following number: 1-800-387-9785 \*\*

### A. COMMON TERMS

This Agreement ("Agreement") for Time Matters® and/or Billing Matters® and/or PCLaw® software ("Product") is entered into between You (defined below) and LexisNexis, a division of Reed Elsevier Inc. for Time Matters/Billing Matters, or LexisNexis Practice Management Systems, Inc. for PCLaw ("Company") for the number of Authorized Users as referenced in a corresponding order form, proposal, invoice, or related documentation; the terms of which are incorporated by reference.

Capitalized terms used in the Agreement are defined below.

#### A1. RIGHT TO USE

**A1.1** Subject to the restrictions set forth below, You may (a) install the number of authorized copies of Product in executable form for your internal operations; (b) use the Documentation for your internal operations; (c) make a single backup copy of the Product, provided the backup copy is not used for production purposes; and (d) permit your employees, agents, representatives, or contractors designated by You ("Authorized Users") to access and use the Product locally or remotely through an authorized Company provided software integration in accordance with this Agreement.

**A1.2** Copyright notices and any other proprietary legends on the original copy of the Product must be reproduced on any copies of the Product. You may not transfer the rights to a backup copy unless You transfer all rights in the Product.

**A1.3** Use of some third-party materials included in the Product may be subject to other terms and conditions typically found in a separate agreement or "Read Me" file located in or near such materials.

#### A2. USE RESTRICTIONS

**A2.1** By accepting the rights granted by Company, You agree that You will not, without the prior written consent of Company (a) sell, license, sublicense, distribute, lease or otherwise transfer or allow the transfer of the Product, or any backup copy, to third parties; (b) use the Product in any manner inconsistent with the rights granted herein including, but not limited to, use of the Product in a service bureau, renting, leasing, lending or using the Product to provide commercial hosting services, or using more than the number of authorized copies or users, whichever the case may be, of the Product or permit access to the Product by more than the number of Authorized Users; (c) modify or create derivative works of the Product or Documentation or separate the Product's component parts for use on more than one device; or (d) unless specifically permitted under applicable law without the possibility of contractual waiver, attempt to decompile, disassemble or reverse engineer the Product, or otherwise attempt to (i) derive source code or underlying ideas, algorithms, structure or organization from the Product or (ii) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Product, including without limitation any such mechanism used to restrict or control the functionality of the Product.

**A2.2** Any permitted transfer of the Product must include the Product and Documentation, any backup copies, any Updates or Upgrades, if applicable, and a copy of this Agreement. Written notice of the transfer must be sent by You to Company within 15 business days of the transfer, specifying the new grantee.

**A2.3** THERE MAY BE TECHNOLOGICAL MEASURES IN THE PRODUCT THAT ARE DESIGNED TO PREVENT UNAUTHORIZED USE OF THE PRODUCT INCLUDING, BUT NOT LIMITED TO, A TIME-OUT ROUTINE THAT MAY RENDER THE PROGRAM "READ ONLY" OR DENY ACCESS TO THE PROGRAM IF NOT REACTIVATED. You understand that You may need to activate or reactivate the Product from time to time to continue use of the Product.

**A2.4** Internet-Based Services. If the Product accesses a Company internet-based service associated with the Product, You agree that You will not use the Product in any manner that could damage, disable, overburden, or impair such services or interfere with any other party's use and enjoyment of them.

**A2.5** You agree that Company may collect, categorize and store anonymous data related to program errors for purposes of providing technical support, analyzing errors and product improvements. Company will not disclose anonymous data in any form that personally identifies You.

### **A3. TAXES**

If any authority imposes a duty, tax, levy or fee, excluding those based on Company's net income, upon the Product, You agree to pay the amount specified. You are responsible for any personal property taxes for the Product from the date it was acquired.

### **A4. COPYRIGHT AND PROPRIETARY INFORMATION**

**A4.1** Company and its suppliers reserve all rights with respect to the Product, Documentation and any copies under all applicable national and international laws and treaties for the protection of Intellectual Property, including, but not limited to, trade secrets, copyrights, trademarks and patents. Any rights not expressly granted to You in this Agreement are retained by Company and its suppliers.

**A4.2** Except as otherwise provided in this Agreement, You shall not cause or permit unauthorized copying, reproduction or disclosure of any portion of the Product or Documentation, or the delivery or distribution of any part thereof to any third party, for any purpose, without the prior written permission of Company. This restriction shall continue beyond the termination of this Agreement.

### **A5. EXPORT**

You will not ship, transfer or export the Product to any country, nor will You use the Product in any manner prohibited by the United States Export Administration Act or any other export laws national or international, restrictions or regulations that apply to the Product. You agree to indemnify and hold Company harmless for any violation of this provision.

### **A6. U.S. GOVERNMENT RIGHTS**

The Product and Documentation are "Commercial Items" as that term is defined at 48 CFR 2.101 consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation" as such terms are used in 48 CFR 12.212 or 48 CFR 227.7202, as applicable. The rights to the Product and Documentation are granted to U.S. Government end users (a) only as Commercial Items and (b) only with those rights as are granted to all other end users pursuant to the terms and conditions of this Agreement.

### **A7. LIMITED WARRANTY**

**A7.1** Company warrants that it has sufficient rights to grant the rights in the Product pursuant to this Agreement; Company further warrants that the Product will operate substantially in accordance with its written specifications. No warranty is made that the Product will run uninterrupted or error-free. The warranty period for the Product and Documentation is 30 days from delivery ("Warranty Period").

**A7.2** Company's and its suppliers' entire liability and your exclusive remedy for any breach of this limited warranty or for any other breach of this Agreement or for any other liability relating to the Product shall be, at Company's option from time to time exercised subject to applicable law, (a) repair, or (b) replacement, or (c) return with proof of purchase and refund of the applicable software fees, of a Product that does not meet this limited warranty. You will receive the remedy elected by Company without charge, except that You are responsible for any expenses You may incur (e.g., cost of shipping the Product to Company, third party services not provided by Company). This limited warranty is void if failure of the Product has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Product will be warranted for the remainder of the original warranty period and Company will use commercially reasonable efforts to provide a remedy within a commercially reasonable time of your compliance with Company's warranty remedy procedures. Outside the United States or Canada, neither these remedies nor any product support services offered by Company are available without proof of purchase from an authorized international source.

**A7.3** THE PRECEDING WARRANTIES ARE THE ONLY WARRANTIES RELATED TO THE PRODUCT, DOCUMENTATION AND SUPPORT SERVICES AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

**A7.4** If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, You also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (30 DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE 30 DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to You. This limited warranty gives You specific legal rights. You may have other rights which vary from state/jurisdiction to state/jurisdiction.

**A7.5** Company is acting on behalf of its suppliers for the purpose of disclaiming, excluding, and/or limiting obligations, warranties, and liability as provided in this Agreement, but in no other respects and for no other purpose.

## **A8. LIMITATION OF LIABILITIES**

IN NO EVENT WILL COMPANY, ITS PRODUCT DEVELOPERS OR SUPPLIERS HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN TORT, CONTRACT, STATUTE, WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOSS OF OR DAMAGE TO DATA, PROFITS OR BUSINESS INTERRUPTION LOSSES, SUSTAINED OR ARISING FROM OR RELATED TO THE PRODUCT, DOCUMENTATION OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S LIABILITY FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL AT ALL TIMES AND IN THE AGGREGATE AMOUNT BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO COMPANY UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM OR CAUSE OF ACTION AROSE. NO ACTION OR PROCEEDING AGAINST COMPANY MAY BE COMMENCED MORE THAN ONE YEAR AFTER THE CLAIM ARISES EXCEPT FOR COMPANY CLAIMS RELATING TO COLLECTION OF FEES DUE AND PAYABLE BY YOU. THIS SECTION SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

COMPANY SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENT, GROSSLY NEGLIGENT, OR WILLFUL ACTIONS OR INACTIONS OF ANY THIRD PARTY UNLESS SUCH THIRD PARTY HAS BEEN DIRECTLY ENGAGED BY COMPANY AS A SUBCONTRACTOR TO PERFORM SERVICES ON COMPANY'S BEHALF FOR YOU AND THEN ONLY TO THE EXTENT OF THE LENGTH OF THE ENGAGEMENT. FURTHERMORE AND EXCEPT FOR AUTHORIZED COMPANY SUBCONTRACTORS, THIS LIMITATION SHALL APPLY EVEN TO THOSE THIRD PARTIES THAT MAY HAVE BEEN CERTIFIED PURSUANT TO A COMPANY CERTIFICATION PROGRAM OR RECOMMENDED OR REFERRED TO YOU BY COMPANY.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

## **A9. INVOICES AND PAYMENT**

**A9.1** Fees relating to software, subscription, services, or any related charges, shall be payable in full upon order, or, if invoiced by the Company, within 30 days of the date of Company's invoice.

**A9.2** Payments provided for in this Agreement shall, when overdue, be subject to a late payment charge calculated at a rate of one and one-half percent (1.5%) per month until paid; provided, however, if the amount of such late payment charge exceeds the maximum permitted by law for such charge, then the charge shall be reduced to the maximum amount allowed. You shall be liable for all costs of collection incurred by Company including without limitation collection agency fees, reasonable attorney's fees and court costs if You fail to comply with the payment obligations set forth herein.

## **A10. MISCELLANEOUS**

**A10.1** Governing Law. Any action, suit, or proceeding arising under or in connection with the Product, Technical Support Services or this Agreement must be commenced within one year after the claim or cause of action arises. This Agreement shall be governed in all respects by the laws of the State of New York, without regard to conflicts of law principles. If You acquired this Product in Canada, unless expressly prohibited by local law, this Agreement is governed by the laws in force in the Province of Ontario, Canada; and, in respect of any dispute which may arise hereunder; You consent to the jurisdiction of the federal and provincial courts sitting in Toronto, Ontario. If You acquired this Product in any other country, then local law may apply. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

**A10.2** Modifications. Company reserves the right to change or modify the terms and conditions of this Agreement immediately upon written notice to You. If any changes are made to this Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against You or your Authorized Users and will apply to all similarly situated customers using the Product. Continued use of the Product after the effective date of any change to this Agreement constitutes your acceptance of the change, but does not affect any termination rights contained herein.

**A10.3 Severability.** If any term of this Agreement is held invalid or unenforceable for any reason, the parties agree that such invalidity will not affect the validity of the remaining provisions of this Agreement, and further agree to substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

**A10.4 Waiver.** None of the requirements of this Agreement shall be considered waived by either party unless the waiver is in writing, and then only by persons executing this Agreement or other duly authorized agents or representatives. The waiver by either party of a breach or a violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach or violation.

**A10.5 Assignment.** Neither party may assign (voluntarily, by operation of law, or otherwise) this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided, however, Company may assign this Agreement to any Affiliate or successor on notice to You. As a condition to assignment, your assignee must agree to assume and be bound by all terms and conditions of this Agreement.

**A10.6 Compliance with Rights Granted.** You agree that, upon request from Company or Company's authorized representative, You will within 30 days fully document and certify any and all use of the Product at the time of the request is in conformity with your valid and authorized rights granted by Company.

**A10.7 Entire Agreement.** This Agreement is the entire agreement between You and Company relating to the Product and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Product or any other subject matter covered by this Agreement.

**A10.8 Parties Bound.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, legatees, successors, and permitted assignees.

**A10.9 Force Majeure.** Except with respect to Your obligation to make timely payments, neither party shall be held responsible for any delay or failure in performance to the extent that such delay or failure is caused by fires, strikes, embargoes, explosions, earthquakes, floods, wars, water, the elements, labor disputes, government requirements, civil or military authorities, acts of God or by the public enemy, inability to secure raw materials or transportation, facilities, acts or omissions of carriers or suppliers, or other causes beyond its control whether or not similar to the foregoing.

**A10.10 Notices.** All notices under this Agreement (except for requests for Service) shall be in writing and shall be given by mail, postage prepaid or by overnight delivery addressed to the respective parties, if to You, at Your addresses set forth in the signature block below or to Company at:

All Time Matters/Billing Matters customers and PCLaw customers not located in Canada:

LexisNexis - Practice Management  
2000 Regency Parkway  
Suite 600  
Cary, North Carolina 27518  
United States of America

For Canadian PCLaw customers:  
LexisNexis - Practice Management  
123 Commerce Valley Drive East  
Suite 310  
Markham, Ontario L3T 7W8  
Canada

With a copy to:

LexisNexis  
Attention: Chief Legal Officer  
9443 Springboro Pike  
Miamisburg, Ohio 45342  
United States of America

Such notice shall be deemed to have been given 3 days after properly addressed and deposited in the mail. Either party may change its notice address upon notice to the other party pursuant to this provision.

**A10.11 Independent Contractor.** All work performed under the Agreement by a party shall be performed as an independent contractor and not as an agent of the other. No persons furnished by either party shall be considered the other party's employees or agents, and each party shall be responsible for its own employees' compliance with all laws, rules, and regulations involving employment of labor, working conditions, payment of wages, and payment of taxes, such as unemployment, social security, and other payroll taxes, including applicable contributions from such persons when required by law.

**A10.12** United Kingdom Customers. For those customers that purchase the Product in the United Kingdom, the following shall apply:

"Company" shall be defined as Reed Elsevier (UK) Limited trading as LexisNexis. Further, in accordance with the Data Protection Act 1998, Company will provide and export personal information about Authorized Users to other members of our company group, including Reed Elsevier Inc. in the United States, for the purposes of (a) providing access to and use of the Product to Authorized Users, and (b) providing customer support, billing and other similar activities related to the Product.

**A11. DEFINITIONS**

**"Affiliate"** means a corporation, partnership, or other legal entity that controls, is controlled by, or is under common control with that party, either directly or through another Affiliate, but only while that control relationship exists; "control" of an entity means the power to direct the management and policies of that entity through a controlling vote on the board of directors or similar governing body of that entity or the ownership of interests entitled to more than 50% of the votes of that entity.

**"Authorized Users"** mean your total number of authorized employees, agents, representatives, or contractors to whom You provide access to the Product which you have licensed from Company.

**"CPU"** means a single computer, a central processing unit or logical partition (if a computer or server has more than one processor or logical partition).

**"Documentation"** means a written guide in any form or media describing the use and operation of Product, together with any related supporting documentation.

**"Intellectual Property Rights"** mean all current and future patents, patent applications (including, without limitation, all reissues, divisions, renewals, extensions, continuations and continuations-in-part), copyrights (including but not limited to rights in audiovisual works and moral rights), trade secrets, trademarks, service marks, trade names and all other intellectual property rights and proprietary rights, whether arising under the laws of the United States or any other country, state or jurisdiction.

**"Product"** means the proprietary computer software program identified above. "Product" is the following, including the original and all whole or partial copies: 1) machine-readable instructions and data, 2) components, 3) audio-visual content (such as images, text, recordings, or pictures), 4) related software materials, and 5) software use documents or keys, and documentation.

**"Services"** or **"Maintenance & Technical Support Services"** mean via an **"Annual Maintenance Plan"** the delivery of Updates and Upgrades and technical support to be provided pursuant to the terms of a separate agreement.

**"Software"** means computer programs in machine-readable form for use on designated CPU(s). Software does not include any version of Source Code and any operating system software installed on the CPU.

**"Software Policies"** mean those additional terms and conditions relating to Services as outlined in the Software Policies and FAQ for Time Matters, Billing Matters, and PCLaw found at [www.lexisnexis.com/terms](http://www.lexisnexis.com/terms) or other Company maintained website which are incorporated herein by reference.

**"Source Code"** means a high level program in that is not machine-readable.

**"Updates"** means subsequent service releases of Company Software which are generally made available for supported Software, other than media and handling charges, to correct design faults, discrepancies or defects ("bugs") in the Product. Updates are generally designated by a change in the number appearing to the right of the initial decimal point in the Product's version number (i.e., 1.1 vs. 1.0).

**"Upgrades"** means subsequent releases of the Product that contains an improvement in the Product that generally includes enhancements and new functionality, and is generally designated by a change in the number appearing to the left of the initial decimal point in the Product's version number (i.e., 2.0 vs. 1.0).

**"You"** includes your divisions and departments within your organization and your Affiliates, but does not include clients, co-counsel, independent third parties or non-Affiliates. You agree that You shall be responsible for any use of the Product by your Affiliates.

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**B. TERMS THAT APPLY TO A PERPETUAL RIGHT TO USE THE SOFTWARE**

**B1. SOFTWARE USE GRANT**

Subject to your payment of the software fees and your compliance with the terms of this Agreement, Company grants to You a limited, personal, perpetual, non-exclusive, nontransferable and non-assignable (except as this Agreement otherwise provides) right to use the Product and Documentation as set forth in this Agreement.

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**C. TERMS THAT APPLY TO LEXISNEXIS TOTAL PRACTICE ADVANTAGE CUSTOMERS ONLY**

For those customers who receive the Product under a separately executed Company agreement ("LNTPA Agreement") for LexisNexis Total Practice Advantage ("LNTPA") the following shall apply:

**C1. SOFTWARE USE GRANT**

Subject to your payment of all fees and your compliance with the remaining Common Terms of this Agreement, Company grants to You a limited, personal, non-exclusive, nontransferable and non-assignable (except as this Agreement otherwise provides) right to use the Product and Documentation during the term as set forth in the LNTPA Agreement.

**C2.** In the event You do not renew the LNTPA Agreement the Product will deactivate within 30 days after the end of Your LNTPA subscription. If you are a customer in good standing, You may request Company to activate the Product for You as a perpetual use grant at no additional charge by contacting Technical Support at 1/866-422-1023. Upon activation to a perpetual right to use the Product, you may choose to purchase Maintenance and Technical Support through an Annual Maintenance Plan. Without renewing the LNTPA Agreement, those subscription services provided under the LNTPA Agreement, including, but not limited to, jurisdictional and area of practice-specific features, LexisNexis® Automated Forms, navigator links to other Lexis services, anytime training, instructor led training and software installation services will be no longer available.

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**D. ANNUAL MAINTENANCE PLAN**

**D1 SERVICES; MODIFICATION OF NUMBER OF AUTHORIZED USERS; MOBILE ACCESS**

You may choose to subscribe to an Annual Maintenance Plan for Services provided by Company pursuant to terms and conditions contained in a separate agreement ("Annual Maintenance Plan"). The following terms, in addition to the Annual Maintenance Plan and the Software Policies available for review at [www.lexisnexis.com/terms](http://www.lexisnexis.com/terms) or other Company website, shall apply to any Updates/Upgrades, changes to the number of Authorized Users permitted to use the Product under this Agreement, and mobile access and use of the Product:

**D1.1** Delivery of Updates/Upgrades. Company will only make Updates or Upgrades generally available to its users who have subscribed to an Annual Maintenance Plan. Use of any Updates/Upgrades provided to You under an Annual Maintenance Plan is subject to the terms and conditions of this Agreement and the terms of the applicable software agreement previously entered into by You for the Product.

Except for the immediate purpose of data conversion from the previous version to the Upgrade, after implementing the Upgrade You may no longer continue to use the earlier version of the Product. All Upgrades are provided to You on a per software copy exchange basis. You agree that by installing and implementing an Upgrade, You voluntarily terminate your right to use any previous version of the Product.

**D1.2** Number of Authorized Users. The number of Authorized Users under this Agreement shall be permanently modified in the event You subscribe to an Annual Maintenance Plan covering less than the original number or any subsequent number of Authorized Users. You hereby acknowledge and agree that in the event You would like to restore the previous number of Authorized Users then You will be billed for the additional licenses and maintenance applicable to those additional Authorized Users at Company's then current rates.

**D1.3** Mobile Access and Use of the Product. If You subscribe to a current Annual Maintenance Plan, mobile access and use of the Product may be available to You pursuant to such Annual Maintenance Plan and the terms and conditions of a separate agreement applicable to access and use of the Product via a mobile digital device. Mobile access and use of the Product shall be governed by (i) the terms and conditions of this Agreement, (ii) the Annual Maintenance Plan then in effect, and (iii) the separate terms and conditions applicable to use of a mobile digital device for access and use of the Product.

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December 16, 2010