

This CalendarRules.com (CRC) End-User License Agreement (the “**Agreement**”) is a legal agreement between CalendarRules.com LLC, a California limited liability company and End Users. Each of CRC and End User are referred to herein as a “**party**” and both of them collectively as the “**parties.**”

RECITALS

WHEREAS, CRC provides Rule Sets (as defined below); and

WHEREAS, End User wishes to license and receive from, and CRC wishes to license and provide to End User, certain Rule Sets pursuant and subject to the terms and conditions set forth herein.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the foregoing promises, and other good and valuable consideration, the receipt and sufficiency of which are conclusively acknowledged, the parties agree as follows:

- 1. Rule Sets Defined.** As used in this Agreement, “**Rule Sets**” means the Court Rules as encoded and compiled by CRC to conform, interface and interoperate with the specifications of its web services application programming interface (the “**API**”), accessed by CRC and its partners to rules enable calendar systems.

CRC agrees to provide to End User the Licensed Rule Sets and grants to End User a non-exclusive, world-wide license in and to the Licensed Rule Sets, which license shall be irrevocable during the Term. Any of End User’s and any of End User’s affiliates’ respective partners, employees, agents, representatives and consultants shall all have the right to use the Licensed Rule Sets at any time while they are licensed to End User hereunder. The license granted hereunder shall also include, at no additional cost to End User, any future updates, upgrades, modifications, improvements, bug-fixes, enhancements or other changes to the Licensed Rule Sets.

At any time and from to time during the Term, End User may, by written notice to CRC, add one or more additional Rule Sets, or remove any one or more then-licensed Licensed Rule Sets. Any Rule Sets so added shall be treated as Licensed Rule Sets. Any then-licensed Licensed Rule Sets removed shall cease to be treated as Licensed Rule Sets.

End User will only access the Licensed Rule Sets through the Partner Application (or any interfaces, plug-ins or other points of access provided by the Partner Application) or the CRC website or other software (which, as of the Effective Date, is accessible at <http://www.CalendarRules.com>).

- 2. Restrictions on Use; No Reverse Engineering.** End User shall not modify, decompile, disassemble or otherwise reverse-engineer any Rule Sets. The Rule Sets are proprietary to CRC, and protected by intellectual property laws and treaties. End User’s access to, and use of, the Licensed Rule Sets is licensed, not sold. All rights not expressly granted hereby are reserved by CRC. For the avoidance of doubt, the underlying court rules that are aggregated in the Rule Sets are not proprietary to CRC, and this Agreement does not purport to restrict End User’s use of such court rules in any way whatsoever.
- 3. Fees.** In consideration for CRC’s providing and licensing to End User the Licensed Rule Sets hereunder, End User shall pay to CRC, either directly or through a partner, a subscription fee for the Initial Term and any Renewal Term for each Licensed Rule Set, in accordance with the pricing and term agreed upon, unless the user is using the rules during a free trial period, in which case no fees will be charged unless and until the user agrees to subscribe after the trial period. Additionally, End User shall pay to CRC any one-time “setup fees”, as agreed, in connection with the setup and integration of the Rule Sets with End User’s servers and other computer systems. Any subscription fees applicable to any Rule Sets added during the Subscription Term shall be prorated for the remainder of the then-current Term, as may be applicable (and such pro-rated fees shall constitute a part of the Fees). End User shall not need to pay any additional setup or implementation fee for the addition of any Rule Sets or removal of any Licensed Rule Sets. The Fees under this Agreement shall be payable in U.S. dollars.

4. **Term.** The initial term of this Agreement shall be the time-period and dollar amount agreed to by the parties and stated on the invoice. The parties can agree to change the term as needed. Standard terms include monthly and annually, but the parties may agree to other terms as needed. All subscriptions have a start date, agreed upon by the parties and stated on an invoice. Annual subscriptions will automatically renew unless cancelled 30 days prior to the 1 year anniversary of the start date. Monthly subscriptions will automatically renew unless cancelled prior to the beginning of the next month. The provisions of Sections 7-13 survive any expiration or termination of this Agreement. Upon termination of the Agreement, End User shall no longer be permitted to use the Licensed Rule Sets provided and licensed to User by CRC for calculating or scheduling any new dates following the effective termination date (but, for the avoidance of doubt, End User shall be permitted to continue to use and refer to the dates already calculated and scheduled in End User's docketing systems, including, without limitation, the Partner Application).
5. **Support.** CRC agrees to provide, at no cost to End User, support to End User to assist End User in using any Licensed Rule Sets.
6. **General Updates.** CRC shall be solely responsible to maintain the Rule Sets to reflect the continued ability of the Rule Sets to interface and interoperate, with its API. CRC shall keep End User reasonably informed of any changes to the Rule Sets or the API that could affect CRC's ability to perform its obligations under this Agreement.
7. **Confidentiality.** End User acknowledges that the Rule Sets are confidential in nature and constitute a valuable trade secret of CRC, and agrees not to disclose or otherwise make any Rule Sets available to anyone not employed or contracted by End User, except as expressly provided in this Agreement. For the avoidance of doubt, the underlying court rules that are aggregated in the Rule Sets are neither confidential nor do they constitute a trade secret of CRC, and this Agreement does not purport to restrict End User's disclosure or making available of any such court rules to any third party in any way whatsoever.
8. **Allocation of Risk, Disclaimers, and Limitations of Liability.**

The following definitions shall apply: "**Court Rules**" shall mean all rules of practice and procedure of any court in any jurisdiction under the laws of the United States, duly adopted by a governing body having authority in the jurisdiction to promulgate any rules of practice and procedure for the courts, and shall encompass all other rules of practice and procedure imposed by any federal, state, county, city or municipal government, authority, body, commission, council, legislature, court, agency, board or organization, or other governmental, legislative, judicial or regulatory body, as used to calculate dates. Court Rules shall include all applicable Court Holidays (as defined below). "**Court Holidays**" shall mean all days on which the court or other similar tribunal is closed or does not convene whether in observance of, or pursuant to, its own rules and procedures, Court Rules or local, state or national holidays as to calculate dates.

CRC will use its commercially reasonable efforts periodically to monitor publicly available online sources for changes in the court rules comprising the Rule Sets, and to update the Rule Sets for use by End User. CRC will have no explicit or implicit obligation with regard to the accuracy and currency of the Rule Sets, other than as stated in the preceding sentence. End User is responsible for verifying the accuracy and currency of information obtained from the Rule Sets, including Court Holidays. CRC shall in no event be held liable or responsible for any damages resulting from missed dates.

CRC IS NOT LICENSED TO PRACTICE LAW IN ANY JURISDICTION AND DOES NOT RENDER LEGAL ADVICE. ACCORDINGLY, USE OF THE RULE SETS IS FOR PROFESSIONALS SKILLED IN THE AREAS COVERED THEREBY. EXCEPT AS PROVIDED HEREIN, THE RULE SETS ARE PROVIDED ON AN "AS IS" BASIS. CRC MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE. CRC DOES NOT WARRANT THAT THE RULE SETS WILL BE WITHOUT ERRORS, UNINTERRUPTED, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE DEFECTS WILL BE CORRECTED; UNDER NO CIRCUMSTANCES WILL CRC OR ANYONE ELSE ASSOCIATED WITH CREATING, DEVELOPING, PRODUCING OR DISTRIBUTING THE COURT RULES DATA INDEMNIFY YOU OR BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, DIRECT OR INDIRECT DAMAGES THAT RESULT FROM THE USE, OR THE INABILITY TO USE,

THE COURT RULES DATA, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST USE, LOST DATA, OR THOSE DAMAGES THAT OCCUR AS A RESULT OF ERRORS, DEFECTS, DELETION OF FILES, INTERRUPTIONS, OMISSIONS, MISTAKES, DELAYS IN OPERATION OR TRANSMISSION, ANY FAILURE OF PERFORMANCE (WHETHER OR NOT LIMITED TO ACTS OF GOD), OR COMMUNICATION FAILURE, WHETHER BASED ON TORT, NEGLIGENCE, CONTRACT, STRICT LIABILITY OR OTHERWISE. CRC'S MAXIMUM LIABILITY FOR DIRECT DAMAGES SHALL BE LIMITED TO THE ACTUAL FEES PAID BY YOU IN THE APPLICABLE TERM.

9. Indemnification.

User agrees to indemnify, hold harmless and defend CRC, its shareholders, directors, officers, employees and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorneys' fees, asserted by any person, arising out of or relating to: (a) this Agreement and (b) User's use of the Rule Sets, including any data or work transmitted or received by End User.

10. Representations and Warranties.

Each party represents and warrants that (a) it has all requisite, necessary and appropriate power and authority (including corporate power and authority, if applicable) to enter into, and fully perform pursuant to, this Agreement, and (b) the execution, delivery and performance of such party's obligations under this Agreement and the consummation of the transactions and events contemplated hereby (i) have been duly and properly authorized by all required and appropriate action on its part (including corporate action, if applicable), and (ii) do not violate or cause a default or breach under, and are in no way prohibited by or in conflict with, any material contracts, obligations, alliances, agreements, understandings, ventures, relationships or arrangements entered into, or proposed to be entered into, by such party.

CRC represents and warrants that it owns or has licensed all rights, title and interest in and to any intellectual, industrial or proprietary rights necessary for CRC to license to End User the Rule Sets pursuant to this Agreement and to otherwise perform its obligations hereunder.

11. Governing Law; Submission to Jurisdiction. If CalendarRules is the defendant, this Agreement shall be governed by and construed in accordance with the laws of the State of California. If End User is the defendant, this agreement shall be governed by and construed in accordance with the laws of the State where End User maintains its primary office.

Each party agrees that venue of any dispute hereunder shall lie in any court of competent subject-matter jurisdiction located in the State of California if CalendarRules is the defendant, and the state where End User maintains its main office if End User is the defendant. Each party consents to personal jurisdiction in Defendant's State, and to the jurisdiction of any such court, and waives any objection which it may have to the laying of venue in any such court.

WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT.

12. Miscellaneous.

Recitals; Exhibits. The Parties agree that the Recitals and exhibits to this Agreement are true and correct and constitute part of, and are incorporated into, this Agreement.

13. Miscellaneous.

Headings; Construction. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The parties acknowledge that this is a

negotiated agreement, and that in no event shall the terms of this Agreement be construed against either party on the basis that such party, or its counsel, drafted this Agreement.

Succession. This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs and permitted assignees and/or successors in interest of any kind whatsoever; provided, however, that the parties acknowledge and agree that this Agreement, and the parties' respective rights and obligations hereunder are personal and may not be assigned by either party without the respective other party's prior written consent.

Entire Agreement. This Agreement constitutes the entire final agreement between the parties with respect to, and supersedes any and all prior agreements between the parties both oral and written concerning, the subject matter hereof and may not be amended, modified or terminated except by a writing signed by the parties.

Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any way affect or render invalid or unenforceable any other provision of this Agreement.

No Waiver. A waiver of any breach or violation or any term, provision or covenant contained herein shall not be deemed a continuing waiver or a waiver of any future or past breach or violation. No oral waiver shall be binding.

Attorneys' Fees. In the event that either of the party's institutes suit against the other party to enforce or declare any of its rights under this Agreement, the prevailing party in such action shall be entitled to recover from the other party all reasonable costs thereof, including reasonable attorneys' and paralegals' fees and costs incurred before and at trial and at all tribunal levels.

Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be an original, but all of which shall together constitute one and the same agreement. Counterparts received by facsimile or in PDF format by electronic mail shall be treated the same as originals.