

Subscription Agreement

Effective date: this policy was last updated January, 2017

You and/or your law firm (“Subscriber”) have requested access to the Case.One, Inc.’s (“Case.One”) online legal practice management program (the “Program”) provided by Case.One. You, and each of your users, agree that the Program is subject to the terms of the following subscription agreement (“Agreement”):

Term

The term of your subscription begins on the date you activate your account. Our default subscription term is monthly however, you can choose a different subscription term at the time of activation. You can also convert your selected subscription term into a longer term at any time by contacting one of our award-winning team members. **You can cancel any time by calling and speaking with Customer Service (“CS”);** however, we do not provide pro-rated credits or refunds beyond any applicable “money back” guarantee. A more detailed explanation of our “No Refund” policy is described below. **A live call with CS is a necessary step, for your own data security, to cancel your account. This is an extra step that permits us to secure an additional acknowledgement of our data deletion policies before all your data is subject to permanent, unrecoverable deletion.** If you don’t properly cancel your account, it will automatically renew for the same term length that was most recently in effect. Yes, it takes an extra five (5) minutes to make a phone call, and everyone is busy, but it’s a really smart call to have for both of us.

Fees

By giving us your payment information (e.g. credit card information, bank account information) you are expressly giving us permission to charge you for

all fees incurred in connection with your account. Subscription fees are due in advance, when service is first made available to you. For example, if you activate your account on June 1st and you're your next charge will be July 1 for the month of July. If you add cases mid-cycle additional fees may be due at the time of addition, but we will pro-rate those additional fees to coincide with your existing billing cycle. If we don't receive timely payment, we reserve the right to suspend or terminate your account. In case of non-payment, we will suspend your account, but store your data for a period of 30 days, with a late fee of \$10.00 added to your balance. If after 30 days we still have not received payment from you, we will terminate your account and delete all data from the system. Any accrued but unpaid fees will accrue late charges at the rate of 1% of the balance per month, or the maximum rate permitted by law, whichever is lower, and you give us permission to use your payment information to process payment for such accrued and unpaid fees at any time on or after they have accrued. As with many other online service providers, we work with companies that specialize in payment processing. Generally, here's how it works: once you provide your payment information to us, it's then immediately and automatically securely transferred directly to our PCI-compliant payment processing vendor, who stores and maintains the data in accordance with accepted security protocols. (We don't keep it or store it.) Our Program then periodically communicates with our payment processing vendor to request the processing of charges. The payment processor attempts to process the charges and, if successful, deposits the proceeds into one of our bank accounts. You agree that we can share any credit card and related billing information in the manner described above, and also for checking credit and servicing your account. In addition, you give us the right to use this information in response to valid legal process, or for the purpose of establishing or protecting our rights. We don't assume any responsibility for any use or disclosure by any third parties.

Additional Users

Each user needs a unique user ID and password to use our Program. We reserve the right to assign these credentials, but generally we allow you to choose your own credentials so long as they're not already in use, aren't inappropriate or offensive, and don't infringe upon anyone else's rights. **We don't authorize sharing user IDs. It's a bad idea.** Sharing login IDs can create all sorts of security issues, especially for professional service firms. If you have a user ID that isn't being used anymore and you want to transfer it to another person at your firm, contact our support team for assistance. Users with administrative access are able to change user names and settings without the help of CS.

No Refunds

We don't issue refunds or pro-rated credits. If you contract with us for an annual subscription and decide a few months later that you'd like to cancel, we don't issue a refund relating to prepaid amounts associated with the remainder of any unused term. We also don't issue refunds or credits because you didn't use the service over any particular period of time. The policy helps us efficiently plan for and address anticipated server loads, staffing needs, and product improvements. Simply stated, we have commitments to you that are, in part, driven by your level of commitment to us. We understand that everyone has different levels of investment, so we provide multiple pricing plans that fairly balance your reasonable flexibility needs with our reasonable business needs.

Our Responsibilities

It's our ongoing desire to keep the Program up, accessible, and fast. Also, we assure you that all confidential data that you store in your account, will be treated in accordance with the terms set forth in paragraph 10 ("Intellectual Property Rights") and paragraph 15 ("Response To Legal Process") below. When we need to schedule maintenance, we will try to schedule it at times

when most of our users aren't typically using the Program. We will also give all of our users advance notice by way of an advance alert in the Program. If at any time you can't access your account, please contact CS. They are available to you by phone between 8am and 8pm Eastern time, or you can email them anytime at support@case.one. Nearly all of the support emails we receive are responded to within twenty-four (24) business hours, and most are responded to within an hour. In the unlikely event of a system-wide issue, it is very likely we already know about it (we perpetually monitor our Program), and that multiple people are attempting to resolve it as quickly as possible. We all know that the Internet, and often your individual connection to it, can occasionally be slow or even inaccessible. Access issues can adversely affect your experience using the Program. Also, it's possible that events out of our control (e.g. Acts of God, fire, flood, hurricane, other *force majeure* events, DNS (Denial of Service) or other attacks), may happen that will also adversely affect our Program or your ability to access it. Neither of us is responsible for the effect of any such events. We have implemented a series of highly protective procedures – including working with some of our industry's most respected hosting platforms and other service providers - that are intended to give us and our partners an extremely high degree of redundancy, security, and reliability.

Your Responsibilities

The person or firm in whose name the account is activated is ultimately responsible for all use of the account, all actions of users, and all the data uploaded to the account. As such, we strongly recommend that you and each of your users follow “good computing” practices, such as: keeping all user IDs and passwords confidential; frequently changing your passwords; using good anti-virus and security software; and keeping multiple copies of important data in secure, remote locations. Your password should be strong, utilizing combinations of upper and lower case characters, numbers, and special characters, and at least 8 characters long.

Guidelines for Account Administration

It is extremely important that you closely monitor the status and identity of each user on your account - particularly users to whom you assign administrative access. Each user has certain abilities and access rights provided by the Program, and we assume no responsibility for acts inconsistent with the guidelines below. Generally, the party who initially activated the account ("Account Holder") has the authority, during the period for which the party has paid for access to the account, to: (a) cancel the account (b) add, edit, and delete users (including the ability to grant or deny access to "administrative access" and grant or deny access to billing data, reports and functionality); and (c) access any and all data in the account, including the authority to contact support and request that we override existing user-designated access permissions and protocols. A user that has been granted "administrative access" rights in the Program automatically has the authority set forth in (b) above, but does not independently have the authority to cancel the account or to override any permissions that have been set in the Program, unless such user is also the Account Holder and/or Designated Payor (defined below). The party or entity whose credit card and/or other payment information being used for the account ("Designated Payor") will have the same access rights as the Account Holder, even if the Designated Payor is not the same person or entity as the Account Holder. **Accordingly, the Account Holder should use extreme care when determining the Designated Payor, and review such information regularly to confirm its accuracy.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, AT ALL TIMES WE RESERVE THE EXCLUSIVE RIGHT (BUT DO NOT ASSUME THE OBLIGATION) TO REQUEST ANY ADDITIONAL EVIDENCE THAT WE BELIEVE IS REASONABLE AND SUFFICIENT TO ESTABLISH THAT THE PERSON REQUESTING ANY PARTICULAR ADMINISTRATIVE ACTION HAS THE REQUISITE LEGAL AUTHORITY TO DO SO. IN ADDITION, DUE TO THE SENSITIVE NATURE OF SUBSCRIBER DATA, PRIOR TO COMPLETING ANY ADMINISTRATIVE ACTION ON YOUR BEHALF WE RESERVE THE RIGHT TO REQUIRE A

SIGNED, NOTARIZED STATEMENT OR AFFIRMATION: (A) ATTESTING TO THE EXISTENCE OF SUFFICIENT LEGAL AUTHORITY FOR YOU TO DIRECT US TO PERFORM THE REQUESTED ADMINISTRATIVE ACTION; AND (B) AGREEING TO INDEMNIFY, HOLD HARMLESS AND DEFEND CASE.ONE (AND ITS PARENT, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY CLAIM ARISING FROM OR RELATING TO YOUR LEGAL AUTHORITY TO DIRECT COMPLETION OF THE ADMINISTRATIVE ACT REQUESTED.

Activities We Don't Allow

Our Program is not to be used for: (a) any independent licensing, sub-licensing, renting, leasing, or other kind of resale; (b) any distribution of “spam”; (c) sending, storing or uploading any obscene, unlawful or infringing material, or violating anyone’s rights; (d) sending, storing, or uploading any malicious code, viruses, or the like, or doing anything that disrupts the performance of the Program generally; (e) impersonating anyone, including our personnel; (f) providing support or resources to organizations designated by the United States government as terrorist organizations; (g) attempting to gain unauthorized access to our servers or partners; (h) attempting to circumvent or interfere with any of our user or usage metering or pricing, or attempting to thwart any restrictions or limitations that accompany the ordinary use of the Program; (i) any unlawful or unethical activity, including the unauthorized practice of law, fraudulent billing, and any action prohibited by the applicable rules governing the practice of law. The Program is not to be accessed in any way other than by the Case.One provided or authorized login interface.

Terminating Your Account

We reserve the right to suspend or terminate your account at any time; however, as a practical matter, suspension or termination usually only happens in two circumstances: (a) you haven’t paid your subscription fee on time; or (b) you haven’t complied with our subscription terms. In most cases,

in the event of non-payment CS will make a reasonable attempt to contact you to provide you with an opportunity to bring your account current. In the event of a breach of subscription terms, our precise course of action will depend upon the nature of the breach and the effect, if any, on our service as a whole and our intellectual property rights. **IF AN ACCOUNT IS TERMINATED OR CANCELLED FOR ANY REASON (BY YOU OR US), ALL DATA EXISTING IN THE ACCOUNT (INCLUDING, BUT NOT LIMITED TO, CONTACTS, CALENDAR ENTRIES, UPLOADED DOCUMENTS, TASKS, AND SO FORTH), IS SUBJECT TO IMMEDIATE DELETION AND IN ALL CASES WILL BE PERMANENTLY DELETED WITHIN APPROXIMATELY ONE HUNDRED (100) DAYS OF ACCOUNT TERMINATION. ACCORDINGLY, IF YOU DO CHOOSE TO LEAVE US (AT THE END OF YOUR SUBSCRIPTION TERM OR OTHERWISE) IT'S EXTREMELY IMPORTANT THAT YOU PLAN AHEAD AND REMOVE AND/OR BACKUP YOUR DATA PRIOR TO THE EXPIRATION OF THE PAID TERM IN EFFECT.** CS will gladly provide you with instructions for retrieving your data during an active subscription period. If your account is terminated before you've retrieved data that you need, you may request that we schedule an attempted "restore" of a previously existing account. Restores requested within ninety (90) days of termination are occasionally possible but they require the intervention of technical personnel and will incur additional fees. A successful restore consists of a re-activation of an account to its status as it existed on the last date of paid service. Restores are not guaranteed as they are conditional upon several factors, including the frequency of the automated backup and deletion procedures executed by our technical partners.

Intellectual Property Rights

The Program is owned and operated by Case.One, Inc., a California Corporation. Our company websites, our manuals, FAQs, and all related collateral materials, in addition to our name, logos, taglines, and goodwill all belong exclusively to us. Your rights to use the Program and the related materials are subject to the terms of this Agreement. We don't grant any rights

to use anything else without written consent from one of our authorized company officers. We don't allow anyone to: (a) modify, copy, or create derivative works based on our Program, its copyrighted design, or its "look and feel"; (b) frame or mirror any part of the Program; (c) use any "bots", "spiders", scripts, or other similar devices or processes in connection with our Program; (d) apply or attempt to apply any virus, worm, Trojan horse or similar malicious code to our Program; or (e) reverse engineer, decompile or disassemble our Program. Data that you upload or post to the Program, including items such as your documents, your contacts, your tasks, your billing data, and your calendar entries ("Subscriber Data") is treated as strictly confidential, and we won't use it or disclose it to anyone, except as set forth in this Agreement. For security purposes we do not detail our specific internal policies with respect to Subscriber Data; however, we can assure you that access to Subscriber Data is not only treated as confidential with respect to third parties but also highly restricted within our own organization. We only access and use Subscriber Data: (a) with your consent; (b) to address technical problems or handle support issues, and then only in a highly confidential manner; and (c) as we believe may be required to permit the normal operation of the Program and comply with applicable law. Subscriber Data does not include data relating to the use or operation of our Program, such as anonymous usage-related data and technical-related data that we collect in connection with the use of the Program ("Usage Data"). As is common with most software-as-a-service providers, we reserve the right to collect, monitor, and aggregate and use Usage Data in any way so long as we do not: publicly disclose (without your prior consent) any of your Subscriber Data; publicly associate any of your Subscriber Data with you; or disclose any private or personally identifiable information about you. Usage Data improves the functionality and performance of our Program, provides us with real, actionable data on user preferences and behaviors, determines performance benchmarks, and aids us in developing helpful content for lawyers and the legal community. **As between you and us, Subscriber Data is confidential and yours; however, you give us as worldwide license to host, copy, transmit and display your data as is necessary for the normal operation**

of our Program, in connection with the inter-operation of our Program with other third-party Programs with which we integrate, and as otherwise noted in this Agreement. We claim no ownership rights whatsoever (by express or implied lien, operation of law, or otherwise) in any Subscriber Data that you upload to our Program; provided, however, access and availability to the Subscriber Data is subject to the terms and conditions contained in this Agreement.

Liability Limitations

WITH THE SOLE EXCEPTION OF THE EXPRESS TERMS OF ANY SERVICE-LEVEL GUARANTEE OR "MONEY BACK" GUARANTEE THEN IN EFFECT, THE APPLICATION, AND ALL OF ITS RELATED MATERIAL, IS MADE AVAILABLE "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE." CASE.ONE MATTER MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND WITH RESPECT TO THE APPLICATION, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, EACH OF WHICH IS HEREBY EXPRESSLY DISCLAIMED. THERE IS NO GUARANTEE THAT ACCESS TO THE APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY DEFECTS WILL BE CORRECTED. CASE.ONE IS NOT LIABLE FOR DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE USE OF, OR THE INABILITY TO USE, THE SERVICE. CASE.ONE IS NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THE SERVICE. THE MAXIMUM LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO CASE.ONE FOR YOUR SUBSCRIPTION DURING THE 12 MONTHS PRIOR TO THE INCIDENT. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY EVEN IF CASE.ONE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, KNEW OF THE POSSIBILITY, OR SHOULD HAVE KNOWN OF THE POSSIBILITY,

REGARDLESS OF HOW SUCH DAMAGES MAY HAVE ARISEN, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH A CLAIM IS BASED. From time to time we may provide functionality that facilitates access to, or integrates with, other third-party applications or services (e.g. synchronization with Google® calendar, DropBox®, Evernote®, Box®, and LawPay®). You give us the right to use Subscriber Data as required for the normal interaction and inter-operation of our Program with the third-party application. We do not assume any responsibility for the operation or support of such application, the terms and conditions for use of those services – including important terms and conditions which may relate to their use of Subscriber Data - are set by the respective providers. THE WARRANTY LIMITATIONS, DISCLAIMERS, AND OTHER LEGAL PROTECTIONS APPLICABLE TO CASE. ONE HEREIN MAY BE ASSERTED IN FULL BY ITS PARENT, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND AFFILIATED COMPANIES, AND EACH ARE INTENDED THIRD-PARTY BENEFICIARIES OF SUCH PROTECTIONS.

Assignment/Notices

We may assign our rights or delegate our duties without your consent so long as such action doesn't have an adverse effect on the functionality of your account; however, subscribers cannot assign any rights without our written consent, which we won't unreasonably withhold or delay. Any notice permitted or required to be given by you will be deemed given and effective when sent to us by overnight mail, through an internationally recognized carrier (e.g. FedEx, UPS, USPS), addressed to headquarters address listed on our website, marked "Attention: General Counsel." We may send notice to you by sending an e-mail to the official e-mail address you provided us in your account contact information, and such notice shall be deemed given upon reasonable confirmation of successful e-mail delivery.

Comments and Suggestions

We welcome your comments and suggestions, and our design team regularly reviews them. Submitting comments and suggestions is completely voluntary. We don't provide any compensation or acknowledgement for them, but we value them as important feedback. Upon providing it to us, you grant to us a perpetual, irrevocable, worldwide, royalty-free license to use and incorporate the feedback in any manner relating to the use, improvement, marketing or operation of the application. Please don't ever send us anything that may infringe upon someone else's rights or violate any confidences. We don't want any such information, we would never purposefully accept or use any such information, and assume no responsibility for it.

Indemnity

You agree to indemnify, hold harmless, and defend Case.One from and against any and all claims, losses, damages and expenses, including reasonable attorneys' fees, arising out of or relating to: (a) your Subscriber Data; (b) your use of the Program; and (c) your negligent acts or omissions, or those of your authorized users.

Response to Legal Process

The privacy and security of account data is of the utmost importance to us. If we are served with a legal request to produce or disclose any account data (such as via subpoena or court order) we will first provide the affected Account Holder(s) with notice of the disclosure request so as to provide such Account Holder(s) with the opportunity to promptly intervene, unless we are specifically prohibited from doing so by law or court order. We reserve the right to take any action that is necessary to comply with law, to protect our rights, or to protect the rights of our other subscribers.

Miscellaneous

This Agreement shall be interpreted and construed in accordance with the laws of the State of California. Any dispute arising out of, or relating to, this Agreement that has not been resolved after a reasonable attempt by the parties (which attempt shall include at least one (1) in-person meeting or video conference between principals of each party with full authority to resolve the dispute), and which does not directly relate to the: (a) enforcement of our intellectual property rights; or (b) claim for injunctive relief, shall be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitration shall be conducted in Orange County, California, unless otherwise mutually agreed. Any action outside of the scope of arbitration shall be brought exclusively in courts situated in Orange County, California, and you consent to the exclusive jurisdiction of such courts. We agree that the prevailing party in any litigation or arbitration shall be entitled to recover reasonable legal fees, costs and disbursements from the non-prevailing party. In the event that any provision of this Agreement is held illegal, void or ineffective, the remaining portions will remain in full force and effect. This Agreement shall not be construed so as to create any third-party beneficiaries, except as specifically stated herein.

Case.One may modify this Agreement from time to time and such modification shall be automatically effective upon posting in the Program or on the company website at www.case.one. Continued use of the service after the posting of a revised Agreement constitutes your acceptance of the revised Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter contained herein and supersedes all prior and contemporaneous undertakings and agreements, whether written or oral. *The Case.One Program is controlled, operated and administered by Case.One from its offices within the United States of America. Data used in connection with the Program, and the Program itself, is hosted on servers physically located in the United States. We make no representation that the Program is appropriate or available for use at other locations outside the United States. If you access the Program from a location outside the United*

States you are solely responsible for compliance with all applicable local laws, including, but not limited to, the export and import regulations of other countries. You agree that use of Case.One is subject to the United States Export Administration Laws and Regulations.