

**PortalSoft™, Inc.**  
**Portal4Law™ User Agreement**

**1. DEFINITIONS**

- **PortalSoft, Inc.** - The California corporation based in Mountain View, CA with whom Purchaser is contracting for services under this Agreement. The company may also be referenced herein as *PortalSoft* and/or *Portal4Law*.
- **Portal4Law** - Online, web-based application service offered by PortalSoft, Inc. for sale under this Agreement and accessible to Purchaser through the web platform at: <http://www.portal4law.com>.
- **Purchaser** – An individual(s), a corporation, a partnership or other legal entity that enters into an Order to purchase (including accompanying Agreement to purchase) Portal4Law from PortalSoft. The term also includes and incorporates any subsidiaries or Affiliates of Purchaser.
- **Users** - Individuals authorized by Purchaser and enrolled by PortalSoft to use Portal4Law under this Agreement, and for whom User Authorizations [Subscriptions] have been purchased, and who are supplied valid user identifications [ID's] and passwords by Purchaser. Users may include employees, consultants, contractors and agents or other third parties so designated by Purchaser.
- **Account Manager User** – The valid user identification [ID] of the Purchaser is also referred to as Account Manager User. The Account Manager User ID alone is granted the privilege to add and delete additional user Authorizations [Subscriptions] and also terminate the Agreement by the Purchaser.
- **30-Day Free Trial** – PortalSoft offers a no-cost trial period for Portal4Law to any single User designated by a prospective Purchaser.
- **Technology Preview** – Occasionally PortalSoft may offer a no-cost Technology preview period for Portal4Law to any single User designated by a prospective Purchaser
- **Order** – The transaction to order Portal4Law services generated and agreed to by Purchaser to procure Portal4Law. This also includes any modifications to the Order executed following the initial 30-day Free Trial period. The Order defines the terms of purchase, pricing and the number of Users authorized to access Portal4Law, and those Users to be issued User ID's and Passwords by Purchaser. Fees are due in advance. An Order is automatically renewed each subsequent Term on the day of the month the Order was placed, or on the last day of a month, in those months where applicable.
- **Purchased Services** – Services ordered by Purchaser after the 30-Day Free Trial period. Details and terms of the Purchased Services are defined by the Order.
- **User Data** – All electronic data or information submitted by Purchaser for processing by Portal4Law under the Order.
- **User Fees** – User Fees charged for use of Portal4Law. User Fees are payable in \$US. The total fee is determined by the number of Users subscribed to Portal4Law. Fees are charged in advance.
- **Quick Reference** – The document for Users found on-line that describes how to begin to use Portal4Law. Portal4Law is designed to be easily accessed and User-friendly. However, a Quick Reference is available for the User's reference via PortalSoft's web platform as updated from time to time. The User is required to review the Quick Reference during the 30-day free trial and to acknowledge this as part of the Agreement.

- **Term** — The Term of an Order starts on the date of the Order and is renewed automatically the day after expiration of the then-current term, for the same duration as the then-current term, until the Agreement is terminated by the Purchaser in accordance with the notice to terminate requirements set forth herein. Purchaser may terminate the Agreement at any time.

## 2. 30-DAY FREE TRIAL/TECHNOLOGY PREVIEW PERIOD

PortalSoft shall make Portal4Law available to Purchaser on EITHER: (1) a no-charge trial basis until the earlier of (a) the thirtieth day after Purchaser's acceptance of this Agreement or (b) the start date of an Order for Purchased Services executed by Purchaser; OR (2) A TECHNOLOGY PREVIEW PERIOD BASIS. The free TECHNOLOGY PREVIEW OR FREE 30-Day Trial is available up to five (5) Users designated by Purchaser. User instructions for Portal4Law shall be set forth at the website, which may be modified from time to time by PortalSoft. Additional terms and conditions that may apply to the Order shall be incorporated into the Agreement by reference and be legally binding.

At the end of the 30-Day Free Trial, the trial User's subscription automatically converts to a paying subscription unless PortalSoft is given notice to cancel as set forth in Section 12.

In the event the 30-Day Free Trial is terminated all data will be deleted. In the event the 30-Day Free Trial converts to a paying subscription, the data are preserved.

PRIOR TO THE END OF THE TECHNOLOGY PREVIEW PERIOD, SUCH USER MAY BE GIVEN REASONABLE ADVANCE NOTICE BY PORTAL4LAW OF SUCH END AND THE OPPORTUNITY TO PROVIDE REVIEW FEEDBACK AND ISSUE AN ORDER FOR PURCHASED SERVICES. PORTAL4LAW SHALL NOT BE OBLIGATED TO PRESERVE DATA FOR SUCH A USER UNLESS SUCH USER HAS ISSUED AN ORDER FOR PURCHASED SERVICES IN A TIMELY MANNER AS PROVIDED IN THE NOTICE.

**NOTWITHSTANDING SECTION 8 (WARRANTIES AND DISCLAIMERS), DURING THE 30-DAY FREE TRIAL OR TECHNOLOGY REVIEW PERIOD PORTAL4LAW IS PROVIDED "AS-IS" WITHOUT WARRANTY.**

TECHNOLOGY PREVIEWER AND Purchaser EACH agrees to require its authorized "trial" User to review the Quick Reference during the trial period to become familiar with the features and functions of Portal4Law.

EXCEPT FOR DIFFERENCES BETWEEN "30 DAY FREE TRIAL" AND "TECHNOLOGY PREVIEW" NOTED IN THIS SECTION ABOVE, any reference in this agreement to the "30-Day Free Trial" also applies to the free "Technology Preview."

Notwithstanding the foregoing, a user may not aggregate a 30-day Free Trial and a Technology Preview.

## 3. PURCHASED SERVICES

**3.1 Provision of Purchased Services.** PortalSoft shall make Portal4Law available to Purchaser pursuant to this Agreement and the related Order to purchase Portal4Law as completed by Purchaser. Purchaser further agrees that its Order is for the then current Portal4Law as experienced during the Trial Period, and not contingent on delivery of any future software features or functions or dependent on any oral or written comments made by PortalSoft concerning possible/future functionality or software features.

**3.2 Authorized Users.** As defined by the Order, Portal4Law is purchased for a specified number of Authorized Users (also referenced as "Subscriptions"); and, Portal4Law may be

accessed by no more than the number of Subscriptions specified on the Order; further, each Authorized User shall choose a unique **User ID** and **Password**.

**3.3 Additional Subscriptions.** Purchaser may add new Users at any time under the terms and pricing prevailing at the time of the addition. Cost for added User(s) is prorated for the remainder of the month in which the new User is added. The total fee thereafter shall reflect the total number of Users (including the added Users) as authorized by Purchaser. Portal4Law is permitted for the use of authorized Users only. An authorized login ID shall not be shared with other persons. PortalSoft software will detect and prevent simultaneous login of more than one person with the same login ID. However, a Purchaser may reassign a User Subscription from one authorized User to another authorized User at its discretion.

#### **4. USE OF PURCHASED SERVICES**

**4.1 PortalSoft Responsibilities.** As per the Order Agreement, PortalSoft shall:

- a. Provide support for Portal4Law via email response and telephone response during PortalSoft's normal business hours, Pacific Standard Time.
- b. Use commercially-reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for:
  - Planned downtime, of which PortalSoft shall give at least 8 hours notice via email to the User and which shall be scheduled to the extent practicable during weekend hours from 9:00 p.m. Friday to 3:00 a.m. Monday, Pacific Time; or
  - Any system unavailability caused by circumstances beyond PortalSoft's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving PortalSoft employees), or Internet Service Provider failures or delays;
- c. Provide the Purchased Services in accordance with applicable laws and government regulations;
- d. Not review, pre-screen, alter or modify the contents of electronic data uploaded or posted to Portal4Law by a Purchaser; or otherwise review any User Data.

#### **4.2 PortalSoft Updates/Upgrades.**

- Updates shall be defined as improvements, enhancements, including, but not limited to bug fixes to Portal4Law that impact the performance and behavior of the Purchased Services that are included in the existing price of the Purchased Services.
- Upgrades shall be defined as significant, optional new features and functionality that are in addition to the Purchased Services and for which additional charges may apply.
- PortalSoft reserves the right—with or without notice—at any time and from time to time—to provide updates that may modify or discontinue, temporarily or permanently, any feature associated with Portal4Law that may be faulty, or may be deemed a potential security risk, or that may be deemed by PortalSoft as possibly detrimental to Portal4Law performance. PortalSoft will attempt to do so in a seamless manner and not unreasonably inconvenience Users. Continued use of the Purchased Services following any such update constitutes Purchaser's acceptance of the update.
- PortalSoft may from time to time offer upgrades to Portal4Law at PortalSoft's option,

but shall not be required to do so.

**4.3 Purchaser Responsibilities.** Purchaser's responsibilities under this Agreement are as follows:

- Purchaser shall be responsible for its Authorized Users' compliance with this Agreement.
- Purchaser shall provide a valid email address for any user.
- Purchaser shall issue and control its Users' authorized User ID's and passwords, and use Portal4Law in accordance with the most current Quick Reference, online help, available documentation, and applicable laws and government regulations.
- Purchaser shall be responsible for protecting the security of User IDs and passwords, or any other codes associated to Portal4Law known to them, and for the accuracy of personal information provided to Portal4Law.
- Purchaser shall implement policies and procedures to prevent unauthorized use of User IDs, and will promptly notify PortalSoft, that a User ID may have been lost, stolen, compromised, or otherwise misused.
- Purchaser shall not make the Purchased Services available to anyone other than Authorized Users; and agrees not to modify, reverse engineer, adapt or otherwise tamper with Portal4Law or modify another website so as to falsely imply that it is associated with Portal4Law, PortalSoft, or any other software or service provided by PortalSoft.
- Purchaser further agrees not to use Portal4Law in any manner that may infringe on copyright or intellectual property rights or in any manner that is unlawful, offensive, threatening, libelous, obscene, defamatory, pornographic or in violation of the terms of this Agreement.
- Purchaser shall not reproduce, duplicate, copy, sell, resell elements of the Quick Reference or other graphic elements of Portal4Law or in any way exploit access to or use of Portal4Law, or any portion of Portal4Law, including, but not limited to the HTML or any visual design elements.
- Purchaser is solely responsible for the origin, accuracy, quality, integrity and legality of the data utilized with Portal4Law.
- Purchaser shall not use Portal4Law to upload, post, host, or transmit viruses, unsolicited bulk e-mail "Spam," self-replicating computer programs "Worms," short message service "SMS" messages or any code of a destructive or malicious nature.
- Purchaser represents that to the extent personally identifiable information is supplied by it, that such information is supplied in accordance with, and not in violation of, any data protection laws or regulations of any member country of the European Union, United States or Japan. Purchaser shall not export any personally identifiable information in violation of any data protection laws or regulations of any member country of the European Union, United States or Japan.

**5. FEES AND TERMS OF PAYMENT**

Purchaser agrees to pay all fees as specified on the Order for purchase (or any Order Additions). User Fees are charged on a Term basis. Terms are 1 month and 12 months long. Purchaser may terminate the Agreement at any time during its Term. Fees are due

in advance and all Fees paid are non-refundable. Furthermore,

- Fees are payable in \$US.
- Fees are based on the number of Authorized Users (Subscriptions) indicated by Purchaser on the most current Order to purchase.
- Additional Users may be added at any time during the Term via a modification to the initial Order. Fees for additional Users are based on rates prevailing at the time of addition.
- For User[s] added in the middle of a Term, applicable Fees are prorated on a daily basis (see below) through the initial partial month of the Term; any remaining months left in the Term established by the Purchaser are added into the fee at full-month cost.
  - The fee for each additional User for the first month of their Term will be charged pro rata, based on the Average Daily User Fee calculated for a full year (Annualized User Fee / 365 days] x the Number of Days remaining in the first month of the User's Term.
  - Thereafter, on the first day of each subsequent Term the total Users Fee due will be charged—in advance—to the Purchaser's account for all Users until the Agreement is terminated.
- Unless stated otherwise, Fees quoted do not include sales, value-added, use, or other taxes that may apply. Payment of said taxes shall be Purchaser's responsibility, when applicable.
- If the authorized charge to a Purchaser's credit card is denied and/or the credit card is determined to be invalid, then PortalSoft shall notify Purchaser and make reasonable efforts to work with Purchaser to remedy the payment problem. User access to Portal4Law may be suspended by PortalSoft upon non-payment when payment would have been due until the payment default is remedied.
- Without waiving any of its rights, PortalSoft, at its sole discretion, may defer exercising its rights.

## 6. INTELLECTUAL PROPERTY RIGHTS

- PortalSoft reserves and retains all rights, title and interest in and to Portal4Law, and any underlying software, including all related intellectual property rights. No rights are granted to the Purchaser hereunder except as expressly set forth in this Agreement.
- Portal4Law is sold and not licensed. No other license to software or intellectual property of PortalSoft is hereby granted by virtue of this agreement.
- Contingent upon its compliance with all terms of the Order of purchase and this Agreement, Purchaser is granted a non-exclusive, non-transferable, limited license to access and use Portal4Law.
- Purchaser retains all rights to the User Data.
- Purchaser has the right to copy data back from Portal4Law at any time during the term of this Agreement. Copying is the Purchaser's sole responsibility.
- Within three (3) days of the termination of the Agreement by the Purchaser, PortalSoft shall e-mail the Purchaser the Internet location from which Purchaser may

download a read-only copy of all Purchaser data at no cost. Downloading of Purchaser data is at the sole discretion and responsibility of the Purchaser.

- No less than ten (10) days after the termination of the Agreement by the Purchaser, all Purchaser data shall be deleted by PortalSoft.
- PortalSoft, upon request at termination of the Agreement, shall provide Purchaser a DVD copy of its data. A reasonable fee, as determined by PortalSoft at its sole discretion, for this service shall apply and be charged in accordance with Purchaser's usual method of payment.

## 7. CONFIDENTIALITY

### 7.1 Definition of Confidential Information.

- As used herein, "Confidential Information" means all confidential information disclosed by one of the parties to this Agreement (Disclosing Party) to the other party (Receiving Party), whether orally or in writing, that is designated as *confidential* or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.
- Purchaser's Confidential Information shall include all data utilized with and within Portal4Law;
- PortalSoft's Confidential Information shall include *Portal4Law*;

further,

- Confidential Information of each party shall include the terms and conditions of this Agreement and any Order. PortalSoft's confidential information shall include its business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by PortalSoft.
- Confidential Information (other than User Data) shall not include any information that—(a) is or becomes generally known to the public without breach of any obligation of Receiving Party owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party.

**7.2 Protection of Confidential Information.** Except as otherwise permitted in writing by the Disclosing Party, the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose, except as permitted under this Agreement.

Further, the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed Confidentiality Agreements with the Receiving Party containing protections no less stringent than those described in this Agreement.

**7.3 Protection of User Data.** Without limiting the above, PortalSoft shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of all User Data accessed by Portal4Law. PortalSoft shall not modify User Data accessed by Portal4Law. Neither party shall disclose Data

unless compelled by law provided the party under legal compulsion provides adequate notice to the other party in order to permit such other party to obtain any necessary protective orders concerning the disclosure of confidential information. PortalSoft shall not access confidential information except to provide the Portal4Law service or to prevent or address service or technical problems.

## 8. WARRANTIES & DISCLAIMERS

**8.1 PortalSoft's Warranty.** PortalSoft warrants that its software and Portal4Law will perform materially in accordance with the latest Quick Reference found online within Portal4Law, and that the functionality of Portal4Law shall not materially decline during the Term of this Agreement. Purchaser's exclusive remedy for breach of this warranty shall be refund of the fees paid in advance for the remainder of the Term, but in no event less than the equivalent of one month's fees for all Users.

**8.2 Disclaimer.** Except as expressly provided in this Agreement, neither party makes any warranties of any kind, whether express, implied, statutory or otherwise to the other, and each party specifically disclaims all implied warranties, including any warranties of merchantability or fitness for a particular purpose, to the maximum extent permitted by applicable law.

**8.3. Mutual Warranty.** Each party represents and warrants that:

- It has the legal power to enter into this Agreement, and
- It will not transmit to the other party any viruses, self-replicating computer programs "Worms", short message service "SMS" messages or any code of a destructive or malicious nature.

## 9. MUTUAL INDEMNIFICATION

**9.1 Indemnification by PortalSoft.** PortalSoft shall indemnify, defend and hold harmless the Purchaser against any claim, demand, suit, or proceeding ("Claim") made or brought against Purchaser by a third party alleging that the use of Portal4Law as permitted hereunder infringes or misappropriates the intellectual property rights of a third party, and shall indemnify, defend and hold harmless the Purchaser for any damages finally awarded against, and for reasonable attorney's fees incurred by, Purchaser in connection with any such Claim; provided, that Purchaser shall (a) promptly give PortalSoft written notice of the Claim; (b) give PortalSoft sole control of the defense and settlement of the Claim (provided that PortalSoft may not settle any Claim unless the settlement releases Purchaser of all liability); and (c) provide to PortalSoft all reasonable assistance, at PortalSoft expense.

**9.2 Indemnification by Purchaser.** Purchaser shall indemnify, defend and hold harmless PortalSoft against any Claim made or brought against PortalSoft by a third party alleging that Purchaser's User Data, or its use of Portal4Law in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify, defend and hold harmless PortalSoft for any damages finally awarded against, and for reasonable attorney's fees incurred by PortalSoft in connection with any such Claim; provided, that PortalSoft (a) promptly gives Purchaser written notice of the Claim; (b) gives Purchaser sole control of the defense and settlement of the Claim (provided that Purchaser may not settle any Claim unless the settlement releases PortalSoft of all liability); and (c) provides to Purchaser all reasonable assistance, at Purchaser expense. PortalSoft shall be entitled to retain separate and independent counsel at its own expense for defense of any claim under this Section 9.

**9.3 Exclusive Remedy.** This Section 9 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this Section.

## 10. LIMITATION OF LIABILITY

EXCEPT FOR THE INDEMNITIES OF SECTION 9, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY PURCHASER UNDER THIS AGREEMENT OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE LESSER OF THE AMOUNT PAID BY PURCHASER HEREUNDER OR THE AMOUNT PAID BY PURCHASER IN THE 12 MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND TERMS OF PAYMENT) AND UNDER SECTION 9 (MUTUAL INDEMNIFICATION).

IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## 11. AGREEMENT DURATION

**11.1 Term of Order.** This Agreement commences on the date Purchaser accepts it and continues for the duration of the applicable term, as specified in the Order or any modifications until all User subscriptions granted in accordance with this Agreement have expired or been terminated. If Purchaser elects to use Portal4Law for a 30-day free Trial Period and cancels the subscription before the end of that Period, this Agreement will terminate immediately.

**11.2 Term of Orders to Purchase.** User subscriptions purchased under this Agreement and as specified in an Order to purchase shall begin on the start date specified in the applicable Order to purchase and continue for the Term specified therein.

**11.3 Renewal Term.** Except as otherwise specified in the applicable Order to purchase, all User subscriptions shall automatically renew for additional periods equal to the expiring Term **subject to the terms of Payment specified in Section 5.**

## 12. TERMINATION

A party may terminate this Agreement as follows:

- Purchaser may terminate the Agreement at any time at its sole discretion.
- PortalSoft may terminate the Agreement for non-payment or delinquent payment of service fees or for Purchaser's gross over-use of system resources, lack of cooperation with, interference with, and/or inappropriate treatment of PortalSoft Support personnel; and/or breach of the terms of this Agreement.

Except for Termination for non-payment of any fees, in which case termination can be immediate upon any delinquency, if PortalSoft terminates the Agreement it will provide the Purchaser 30-day written notice of its intent to terminate the Agreement.

Within the 30-day period prior to Termination Purchaser shall then be responsible for downloading in an orderly manner its User Data from Portal4Law for its subsequent use. Upon Termination for any reason, PortalSoft will deny Purchaser log-in access to Portal4Law.

Either party may terminate immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

**12.1 Refund or Payment upon Termination.** In no event shall termination relieve Purchaser of its obligation to pay any and all fees payable under the Order to purchase and the Agreement for the period prior to the effective date of termination. All User Fees are due and paid in advance; fees paid are non-refundable.

**12.2 Return of Data.** Purchasers who voluntarily terminate the Agreement and are not delinquent in payment of any fees are entitled to full use of Portal4Law and read-write access to their data until the last day of the billing period in the period in which they terminate. The time between Purchaser notification of termination and the last day of the billing period is defined as the grace period. No grace period will be offered for termination by PortalSoft for cause. PortalSoft may terminate services to a Purchaser for cause immediately in the event that Purchaser or an authorized User violates the User Agreement, or in the event of non-payment of any fees when due.

a. Upon termination for cause, whether for violation of the User Agreement or non-payment of fees, PortalSoft may deny Purchaser access to Portal4Law.

b1. In the event of termination for cause due to non-payment of any fees, PortalSoft shall have no obligation to provide or return any of Purchaser's data. After 60 days of non-payment of any fees when due, PortalSoft may delete all of Purchaser's Data from PortalSoft's systems or otherwise in PortalSoft's possession or under its control.

b2. In the event of termination for cause due to violation of the User Agreement, Purchaser shall have 30 days to initiate action in a court of competent jurisdiction seeking a determination that the user has not violated the PortalSoft User Agreement. PortalSoft may deny access by Purchaser to Portal4Law and shall retain all of Purchaser's data from PortalSoft's systems or otherwise in PortalSoft's possession or under its control pending resolution of such legal action by a court of competent jurisdiction. If Purchaser takes no such action within 30 days of termination by PortalSoft for violation of the User Agreement, PortalSoft may thereafter delete all of Purchaser's data from PortalSoft's systems or otherwise in PortalSoft's possession or under its control.

**12.3 Termination of Individual User by Purchaser.** The Purchaser may wish to both immediately terminate a number of authorized Users future access to Portal4Law, as well as reduce by that same number the number of subscribers to renew in the subsequent Term. To do so, the Purchaser shall log into Portal4Law as the Account Manager, and then invoke the "*Delete User*" function within Portal4Law. Though future access via the terminated User's ID is thus disabled, none of the terminated User's data is deleted by PortalSoft. Such data continues to be accessible by the Purchaser via the valid User IDs of Users authorized to access the data.

**12.4 Termination of Agreement by Purchaser.** The Purchaser may wish to immediately cancel all Individual user Subscriptions and terminate the Agreement with Portal4Law

and stop the renewal for the subsequent Term. To do so, the Purchaser shall log into Portal4Law as the Account Manager, and then invoke the "*Cancel Subscription*" function within Portal4Law. Purchasers who voluntarily terminate the Agreement and are not delinquent in payment of any fees are entitled to full use of Portal4Law and read-write access to their data until the last day of the billing period in the period in which they terminate.

**12.5 Surviving Provisions.** Section 5 (Fees and Terms of Payment), Section 6 (Proprietary Rights), Section 7 (Confidentiality), Section 8 (Disclaimer), Section 9 (Mutual Indemnification), Section 10 (Limitation of Liability), Section 12 (Refund or Payment upon Termination), (Return of Data), Section 13 (Notices & Governing Law) and Section 14 (General Provisions) shall survive any termination or expiration of this Agreement.

### 13. NOTICES & GOVERNING LAW.

**13.1 Notices.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim).

Notwithstanding the foregoing, Purchaser also has the ability to provide notice to cancel/terminate a subscription through the Portal4Law website as set forth in paragraph 12.4.

Notices to PortalSoft, Inc. may be addressed to:

*CEO, PortalSoft, Inc.  
2570 W. El Camino Real, Suite 280  
Mountain View, CA 94040*

Notices to Purchaser shall be addressed to the person designated by Purchaser in the Order to purchase, and in the case of billing-related notices, to the relevant billing contact designated in the Order.

**13.2 Governing Law and Jurisdiction.** California law shall govern the interpretation and enforcement of this agreement and any claims hereunder. Purchaser hereby consents to jurisdiction and venue in the State and Federal Courts of Santa Clara County California and, further, hereby waives any defense or claim of forum non-conveniens.

**13.3 Waiver of Jury Trial.** Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

### 14. GENERAL PROVISIONS

**14.1 Relationship of Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

**14.2 No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

**14.3 Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any

other remedies of a party at law or in equity.

**14.4 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

**14.5 Attorney Fees.** Purchaser shall pay on demand all of PortalSoft's attorney fees and other costs incurred by PortalSoft to enforce any rights or collect any fees, claims or indemnities due under this Agreement.

**14.6 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order forms and modifications), without consent of the other party, to a related party or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, PortalSoft shall refund to Purchaser any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**14.7 Entire Agreement.** This Agreement, the Order to purchase, including all exhibits and modifications hereto, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted.

However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or Order to purchase, the terms of such exhibit, addendum or Order to purchase shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Purchaser's purchase order or other order documentation (excluding the Order to purchase) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.