

Subscription Agreement

You and/or your law firm (“**Subscriber**”) have requested access to the Juritool online legal management solution provided by NILUS SPRL. (“NILUS”), a Belgium based company, situated at Adolf Denonstraat 28, Diegem with the company number BE 0826 759 902.

“**Your Data**” means electronic data, information, document submitted by the Subscriber.

You, and each of your users, agree that the Juritool is subject to the terms of the following subscription agreement (“**Agreement**”):

1. 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 us. **You can request product cancellation at any time**; 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.

2. Free Trial

If you register on our website for a free trial, we will make one or more services available to you on a trial basis free of charge until the earlier of (a) the end of the free trial period for which you registered to use the applicable service(s), or (b) the start date of any purchased service subscriptions ordered by you for such service(s), or (c) termination by us in our sole discretion. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this agreement by reference and are legally binding.

Any data you enter into the services, and any customizations made to the services by or for you, during your free trial will be permanently lost unless you purchase a subscription to the same services as those covered by the trial, purchase applicable upgraded services, or export such data, before the end of the trial period. You cannot transfer data entered or customizations made during the free trial to a service that would be a downgrade from that covered by the trial (e.g., from Enterprise to Standard version); therefore, if you purchase a service that would be a downgrade from that covered by the trial, you must export your data before the end of the trial period or your data will be permanently lost.

During the free trial the services are provided “as-is” without any warranty. Please review the applicable service’s documentation during the trial period so that you become familiar with the features and functions of the services before you make your purchase.

3. 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 on a

monthly billing cycle, then fees for service from June 1 – July 1 are due in full on June 1st. Fees for service from September 1 – October 1 will be due September 1st, and so forth. If you add users 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. 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 (such as Stripe Inc.), who stores and maintains the data in accordance with accepted security protocols. (We don't keep it or store it.) Our Juritool 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.

4. No Refunds.

We offer a fifteen (15) days money-back guarantee period (“Introductory Period”) for evaluation purposes, during which you are free to evaluate and test the Juritool. Aside from the Introductory Period, we don't issue refunds or pro-rated credits. For example, 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

5. Our Responsibilities

5.1. Provision of Purchased Services.

We will make the Services and Content available to the Subscriber pursuant to this Agreement and the Subscriber at no additional charge, and/or upgraded support if purchased, use commercially reasonable efforts to make the online Services available during 24 hours 7 working days a week, except for: (i) planned downtime (of which We shall give advance electronic notice as provided in the Documentation), and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, or denial of service attack.

5.2. Protection of Your Data.

We will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, as described in the Documentation.

Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Your Data by Our personnel except (a) to provide the Purchased Services and prevent or address service or technical problems or (b) as You expressly permit in writing, where Your use of the Services includes the processing of personal data, except in respect of any usage during a Free Trial.

5.3. Our Personnel.

We will be responsible for the performance of Our personnel (including Our employees and contractors) and their compliance with Our obligations under this Agreement, except as otherwise specified herein.

5.4. Beta Services.

From time to time, We may make Beta Services available to You at no charge. You may choose to try such Beta Services, or not, in Your sole discretion. Beta Services are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. Beta Services are not considered “Services” under this Agreement; however, all restrictions, Our reservation of rights and Your obligations concerning the Services shall apply equally to Your use of Beta Services. We may discontinue Beta Services at any time in Our sole discretion and may never make them generally available. We will have no liability for any harm or damage arising out of or in connection with a Beta Service.

6. 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.

8. Activities We Don’t Allow

Our Juritool 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 Juritool 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 App; (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 Juritool is not to be accessed in any way other than by the Juritool provided or authorized login interface.

9. 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 we 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, 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.** We 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 licensed account. Restores requested within five (5) 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.

10. Intellectual Property Rights

The Juritool is owned and operated by NILUS., a Belgium based company. Our company websites, our manuals, FAQs, and all related collateral materials, in addition to our name, logos, taglines, designs and goodwill all belong exclusively to us. Your rights to use the Juritool 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 App, its copyrighted design, or its "look and feel"; (b) frame or mirror any part of the App; (c) use any "bots", "spiders", scripts, or other similar devices or processes in connection with our App; (d) apply or attempt to apply any virus, worm, Trojan horse or similar malicious code to our App; or (e) reverse engineer, decompile or disassemble our App. Data that you upload or post to the App, 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 Juritool and comply with applicable law. Subscriber Data doesn't include data relating to the use or operation of our App, such as anonymous usage-related data and technical-related data that we collect in connection with the use of the Juritool ("Usage Data"). As is common with most software-as-a-service providers, we reserve the right to collect, monitor, 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 App, 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; however, you give us as worldwide license to host, copy, transmit and display your data as is necessary for the normal operation of our App, in connection with the inter-operation of our Juritool with other third-party Apps 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 App; provided, however, access and availability to the Subscriber Data is subject to the terms and conditions contained in this Agreement.

11. 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.” Juritool 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. Juritool is not liable for damages arising out of, or in connection with, the use of, or the inability to use, the service. Juritool 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 Juritool for your subscription during the 12 months prior to the incident. The foregoing limitation of liability shall apply even if Juritool 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® Drive, Dropbox®, Evernote®, Box®, Microsoft SkyDrive®). You give us the right to use subscriber data as required for the normal interaction and inter-operation of our Juritool 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 Juritool 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.

12. 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.

13. Indemnity

You agree to indemnify, hold harmless, and defend Juritool 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 App; and (c) your negligent acts or omissions, or those of your authorized users.

14. 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.

15. Miscellaneous

This Agreement shall be interpreted and construed in accordance with the laws of European Commission and Belgium. 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 Belgium then in effect. The arbitration shall be conducted in Belgium, unless otherwise mutually agreed. Any action outside of the scope of arbitration shall be brought exclusively in courts situated in Belgium, and you consent to the exclusive jurisdiction of such courts. 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. Juritool may modify this Agreement from time to time and such modification shall be automatically effective upon posting in the Juritool or on the company website at www.juritool.com. 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. You agree that use of Juritool is subject to the Belgian Export Administration Laws and Regulations.