LAWLOGIX EDGE IMMIGRATION CASE MANAGEMENT
TERMS AND CONDITIONS

1. OVERVIEW

1.1. Software. LawLogix has developed and is the owner of the EDGE Immigration case management software application ("the Software") which enables licensed attorneys, accredited representatives, and those individuals under their direct supervision to prepare, manage, and track immigration-related benefit applications on behalf of foreign national applicants, employer or individual petitioners, and other entities. Subscriber acknowledges that its purchase of the Software is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by LawLogix with respect to future functionality or features.

1.2. Scope of Agreement. This Agreement sets forth the terms and conditions under which LawLogix will provide Subscriber with the Software and related professional services ("the Services") as more fully described on an order form, statement of work, or other form executed by an authorized representative of each party to this Agreement (collectively, "Service Order").

2. DEFINITIONS

"Authorized User" means any individual permitted by Subscriber to use the Software and who has been supplied a user identification and password by Subscriber (or by LawLogix at Subscriber's request). Authorized Users may include but are not limited to Subscriber's employees, clients, consultants, contractors and agents, and third parties with which Subscriber transacts business.

"Subscriber User" means any Authorized User for whom a license to the Software has been ordered under a Service Order, which includes attorneys, paralegals, case managers, administrators, and any other individual designated by Subscriber as a user under the "Subscriber Administration" function of the Software. Subscriber users do not include foreign national and employer clients of Subscriber who are using the system to obtain an immigration benefit.

3. USERS AND LICENSES

3.1. Rights Granted. During the Term of this Agreement, Subscriber will have the non-exclusive, non-assignable (except as provided herein), royalty free, worldwide limited right to use the Software solely for its internal business operations and subject to the terms of this Agreement. Subscriber may allow Authorized Users to use the Software for this purpose and Subscriber is responsible for its Authorized Users' compliance with this Agreement.

3.2. User License Fee. Each Subscriber User will incur a monthly recurring license charge as indicated in a Service Order. Subscriber may increase or decrease total user licenses on a month-to-month basis.

4. SETUP AND PROVISIONING

4.1. Overview. LawLogix will provide setup and provisioning services to Subscriber for the fees set forth in a Service Order, which includes initial administrative setup of Software preferences and user configuration and privilege assignments.

4.2. Schedule. LawLogix will not be able to begin implementation and consulting until after an applicable Service Order has been signed and executed by Subscriber and the fees owing thereunder have been received by LawLogix.

5. TRAINING SERVICES

5.1. Initial Training. LawLogix shall provide initial group private trainings to Subscriber Users for a fee as set forth in a Service Order. Training will cover the use, operation, functions, and administrative features of the Software. Subscriber acknowledges that training for organizations with four (4) or more initial or planned Authorized Users is best conducted through on-site training (usually at Subscriber's office) and understands that such on-site Training must be completed before using the Software.

5.2. Rescheduling of Training Services. Due to the advance planning involved in providing training services, Subscriber agrees to notify LawLogix in advance if On-Site Training or Webinar Training events must be rescheduled. Subscriber shall call 602.357.4240 Ext. 7250 or email training@lawlogix.com to reschedule training services. For On-site Trainings, reschedule notice of less than 10 business days will incur 50% of scheduled fees, and reschedule notice of less than 3 business days will incur 100% of scheduled fees.

5.3. Ongoing Training. After initial training is completed, Subscriber Users gain free access, on a space available basis, to the general continuous series of regularly scheduled group webinar sessions.

5.4. Recording of Training. Upon written request and LawLogix approval, Subscriber will have the right to

record the training services provided by LawLogix and to use such recordings for internal training purposes; provided, however, that Subscriber agrees to restrict access to Subscriber Users only.

6. CASES

6.1. Overview. Subscriber may create case records ("Cases") in the Software for prospective or actual immigration matters and benefit requests, which Subscriber prepares on behalf of its individual or petitioner clients. Each Case shall incur a fee as set forth in a Service Order (herein, "Case Fee"). For purposes of this Agreement, Cases are broadly characterized as Consultations or Standard Cases as further described herein.

6.2. Consultations. Subscriber may create Consultations (as designated in the Software), which are suitable for recording notes and information concerning prospective client opportunities and/or completing forms to register a notice of entry of appearance as an attorney or representative.

6.3. Standard Cases. Subscriber may create Standard Cases (defined by the Case type designation that Subscriber creates or utilizes in the Software), which include all possible immigration forms available in the Software. By way of example and not limitation, Standard Cases might include cases designated as H-1B Professional, I-130 Immediate Relative, Labor Cert PERM, AOS Employment, or AOS Family. Subscribers will typically manage a specific foreign national's immigration matters through several Standard Cases, as this provides better tracking/management, enhanced flexibility, and makes it easier to create valuable reports and clearer updates.

7. CUSTOMER SUPPORT AND SOFTWARE AVAILABILITY

7.1. Support Offered. During the Term of the Agreement, LawLogix shall provide phone, on-line, and e-mail customer service support ("Support") to Subscriber Users at no charge during the designated customer service hours of 6:30am to 6:00pm (Mountain Standard Time), Monday through Friday excluding federal holidays. At Subscriber's request, LawLogix shall provide additional support for an hourly fee as specified in an applicable Service Order.

7.2. Support Policies. For any Support requests, Subscriber Users should be prepared to provide to LawLogix all pertinent information about the request, including but not limited to, incident severity, area of Software involved, and incident description. Subscriber Users must use

reasonable efforts to communicate with LawLogix in order to verify the existence of the problem and provide information about the conditions under which the problem could be duplicated.

7.3. Operating Systems and Third-Party Applications. In order to respond to an issue raised through Support, LawLogix may request Subscriber to upgrade to supported operating systems and/or third party applications as required in order to properly operate and access the Software. For example, if Subscriber is using a version of a browser which is no longer supported, Subscriber will be requested to upgrade the browser application. The costs associated with any upgrades required and any such installations are not included as Support and all such costs shall be the responsibility of the Subscriber.

7.4. Support Exclusions. The following activities are not included in the scope of support services: (a) hardware support; (b) operating system support; (c) web browser support; (d) custom report creation; (e) general systems management; (f) data validation or clean-up; (g) moving Subscriber data; (h) verification or correction of errors that result from Subscriber data entry or procedural errors; (i) on or offsite training; or (j) other services more properly covered under a Service Order at the applicable hourly rate.

7.5. Software Availability. LawLogix shall use commercially reasonable efforts to make the Software available 24 hours a day, seven days a week, except for: (a) periodic maintenance procedures or repairs which LawLogix may undertake from time to time; (b) causes which are beyond the control of LawLogix or are not reasonably foreseeable by LawLogix, including interruption or failure of telecommunication or digital transmission links, network congestion, or hostile network attacks; and (c) the pre-approved nightly maintenance window during the hours of 9:00pm to 4:30am (Mountain Standard Time), when the Software might be unavailable for maintenance or the deployment of system enhancements (collectively "Downtime"). Scheduled downtime will be planned for at least 48 hours in advance and will generally be communicated to Subscriber prior to finalizing the time frame.

7.6. Changes to Support. LawLogix reserves the right to make changes to the policies, procedures and practices regarding Support, provided such changes do not materially degrade the overall level of the Support services provided to Subscriber.

8. DATA MIGRATION SERVICES

LAWLOGIX EDGE IMMIGRATION CASE MANAGEMENT
TERMS AND CONDITIONS

8.1. <u>Generally</u>. Subscriber may choose to migrate its pre-existing case data for an upfront nonrefundable fee under one or more of the following Data Migration Services described in this section. Data Migration services shall incur a fee as set forth in an applicable Service Order. Additional engineering assistance for related technical help, supplementation of the data, or requested corrections to supplied data will be billed at a flat rate of $215.00 per hour with a two hour minimum. LawLogix shall establish a project plan for data migration services, which shall include milestones and estimated completion dates.

8.2. <u>Self-Compiled Migration</u>. Subscriber may self-compile (or direct a third party to assemble) Subscriber data in a LawLogix-provided Excel spreadsheet or XML equivalent dataset. So long as the data provided by Subscriber conforms to the parameters of the provided spreadsheet and/or adheres exactly to the XML specifications, LawLogix will migrate the compiled data into the Software for a one-time charge per data file as indicated on a Service Order. LawLogix encourages Subscriber to send the data file for a self-compiled migration as soon as possible in order to ensure timely completion of the project (typically within 10 business days of the initial kick-off call and project plan discussion).

8.3. <u>Migration from a Proprietary or Custom Case Management System</u>. The scope of this service will be to convert and migrate Subscriber's historical immigration case management data and stored documents (if applicable) from a proprietary immigration forms or case management software program. Within the limitations of the data structure present in the supplied data file, LawLogix will migrate the usable data from this file into the Software for a one-time charge per data file as indicated on a Service Order. Subscriber acknowledges and agrees that Subscriber is solely responsible for contacting its current case management or software application vendor to request a complete backup of Subscriber data to be migrated in an industry-standard format which includes the entire dataset as well as any necessary foreign key linking relationships. Backups not conforming to these requirements will be subject to delays and/or additional fees.

8.4. <u>Acceptance Period for Proprietary or Custom Data Migration Services.</u> Commencing on the date that data migration services from a proprietary immigration forms or case management software program are complete and made available to Subscriber, Subscriber will have a five-business day acceptance period ("Acceptance Period") to evaluate the quality of the data migration. If Subscriber does not provide LawLogix with written notice of a deficiency within the Acceptance Period, the data migration will be

deemed accepted for the purposes of this Agreement as of the last day of the Acceptance Period. If Subscriber does provide LawLogix with notice of a deficiency during the Acceptance Period, Subscriber shall describe the reasons for non-acceptance/rejection to LawLogix in reasonable detail. After receipt of such notice, LawLogix shall use commercially reasonable efforts to correct the issues reported by Subscriber. If LawLogix, despite its best efforts, is unable to correct any nonconformity, Subscriber shall accept the data migration without correction.

8.5. <u>Data Migration Disclaimer.</u> Notwithstanding the above, migrated data is accepted on an "as-is" and "as-submitted" basis and subject to Subscriber User entry errors. Subscriber retains full responsibility for ensuring that data migration is accurate and correct. Data migration is limited to key fields as identified for each specific migration option and specific data on forms is not transferred in form-specific structure but is instead propagated to the central relational database that underlies the Software. As such, these migrated pieces of data are subject to verification by Subscriber and should not be relied upon prior to verification by Subscriber.

8.6. <u>Waiver of Case Fees for Migrated Cases</u>. In order to facilitate Subscriber's transition from paper or an alternative case management storage system, LawLogix shall waive the Case Fee for migrated Cases. For purposes of this section, migrated Cases mean only those immigration processes or matters for which Subscriber was legally and contractually retained prior to the migration and which are clearly identified as separate processes or matters. Any new foreign national clients for whom no contract exists, processes for pre-existing foreign nationals for which work has not been contracted and/or performed, or pre-existing foreign national processes not otherwise reasonably classified as matters/procedures for which Subscriber was actually retained prior to migration, will be charged at the Standard Case rate.

9. FTPS BACK-UP SERVICES

9.1. <u>Generally</u>. LawLogix will offer Subscriber the use of a self-administered File Transfer Protocol over Secure Socket Layer ("FTPS") back-up function to securely export all Subscriber data outside of the Software for retention purposes.

9.2. <u>Frequency</u>. Use of the FTPS function is available without charge on a once-weekly basis and more frequently for a fee equal to the then current rates as determined by LawLogix on an applicable Service Order.

10. CASE STORAGE AND ALTERNATIVE FEE PLANS

10.1. Case Storage. Each Case will have up to 100 kilobytes of storage capacity ("Case Limit"), which is provided to Subscriber free of charge for the storage of Case related files. Immigration Forms saved from the Software in PDF format, relational biographical data entered and saved as part of forms preparation, and any storage consumed because of encryption or security protocols will not be counted towards the Case Limit.

10.2. Annual Maintenance Fees. Cases exceeding the 100-kilobyte Case Limit during any point in a given year will automatically incur an annual maintenance fee of $3.95, which will be invoiced to Subscriber at the beginning of the month following each one-year anniversary of the date when the case was initially created. Cases larger than 10 megabytes are subject to additional maintenance fees. By way of example, Subscriber would incur the following annual maintenance fees based on the scenario below:

Example: Subscriber begins using the Software in the month of January and creates 120 Cases that exceed the Case Limit during its first year of service (with 10 occurring in January, 20 occurring in February, and 30 occurring in March). Beginning in the Subscriber's second year of service, LawLogix will invoice annual maintenance fees for these specific Cases in the amount of $39.50 (10 x $3.95) in January; $79.00 (20 x $3.95) in February; and $118.50 (30 x $3.95) in March every year thereafter. Subscriber may avoid annual maintenance fees described herein by opting into one of the unlimited case storage plans described in Section 10.3 below.

10.3. Unlimited Case Storage Plans. At the end of the first year of service, LawLogix may in its sole discretion offer Subscriber the option to upgrade to a 5-year or 10-year unlimited case storage plan with no annual maintenance fees. The 5-year unlimited case storage plan is currently offered at $39.95 per Case and the 10-year unlimited case storage plan is offered at $49.95 per Case. In addition, if Subscriber opts into an unlimited case storage plan, LawLogix will waive all annual maintenance fees incurred during the first year of service.

11. PAYMENT OBLIGATIONS

11.1. Fees and Expenses. Subscriber agrees to pay LawLogix for all Services ordered on an applicable Service Order listing such prices and reimburse LawLogix for any expenses incurred, but only to the extent the expenses are specifically itemized in a Service Order or authorized in advance by Subscriber in writing. Unless otherwise specified in a Service Order, all fees and expenses due to LawLogix are non-cancelable and the sums paid nonrefundable.

11.2. Payment. Unless otherwise specified in a Service Order, LawLogix shall issue invoices to Subscriber for services rendered. Subscriber agrees that amounts listed on all invoices shall be due and payable upon receipt of such invoice, and for the purposes of this Agreement, such payments will be considered late if not received within 30 days of original invoice date. One late payment within any 12-month period will invalidate any "price lock" guarantees specified in a Service Order and, at the sole discretion of LawLogix, subject Subscriber to the then current retail Software prices. Two late payments within any 12-month period will, at the sole discretion of LawLogix, retroactively invalidate any reduction in migration fees described in Section 8.6 herein.

12. EFFECTIVE DATE/TERM AND TERMINATION

12.1. Effective Date. This Agreement commences upon the signature of both parties (the "Effective Date") and will continue until terminated by either party as set forth below (the "Term").

12.2. Termination for Cause. Either party may terminate this Agreement and any applicable Service Order by written notice to the other party if (a) the other party fails to observe or perform or defaults on any material term or condition of a Service Order or this Agreement, and does not cure such default or failure within thirty (30) days after written demand by the first party specifying the nature of the default in reasonable detail and stating such party's intention to terminate; provided, however, that such written demand must be sent within thirty (30) days of the event or such right to terminate shall be deemed waived, unless such default is continuing; or (b) otherwise as expressly provided in a Service Order. The failure to pay undisputed amounts owed under a Service Order when due will be considered a material default.

12.3. Effect of Termination. Upon termination of the Agreement, all rights and obligations of the parties under shall cease, except for those rights and obligations that by the terms of this Agreement or the nature of the right or obligation survive termination. Termination will not relieve either party of any obligations that arose prior to the effective date of the termination. Upon termination of this Agreement, (i) Subscriber must cease using any terminated Services; (ii) LawLogix will provide Subscriber with a backup of Subscriber data in an industry standard format; and (iii) LawLogix will provide reasonable termination/expiration assistance requested by Subscriber to facilitate the orderly transfer of Services and migration of Subscriber's data to

Subscriber or another third party provider. Subscriber shall pay LawLogix all amounts owed under any Service Orders through the effective date of the termination. In the event that Subscriber terminates a Service Order or this Agreement other than as expressly permitted herein or in the event that LawLogix terminates this Agreement as a result of a material default by Subscriber, Subscriber shall be obligated to pay any fees owing through the end of the then current term under the terminated Service Order.

13. GENERAL PROVISIONS

13.1. Publicity. During the term of the Agreement, LawLogix may use Subscriber's name and logo in LawLogix's customer listings, website, media releases, and in collateral marketing materials relating to LawLogix's products and services. Subscriber hereby grants LawLogix a limited license to use Subscriber's trademarks designated by Subscriber for such uses, subject to any Subscriber trademark/logo usage guidelines provided by Subscriber to LawLogix.

13.2. Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. This Agreement may be executed by facsimile or PDF. Said facsimile or PDF shall be deemed an original and fully enforceable and admissible in any legal proceeding. Delivery of an executed counterpart signature page by facsimile or PDF is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement.

13.3. Additional Terms. This Agreement hereby incorporates by reference the LawLogix Terms of Service ("TOS"), which must be read and accepted by each Authorized User upon first login to the Software. Subscriber acknowledges and agrees that the TOS governs the relationship between LawLogix and Subscriber not otherwise addressed specifically in this Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK