

XCENTIAL END USER LICENSE AGREEMENT

Xcential LegisPro Software

This License Agreement for Xcential LegisPro software (the "**Agreement**") is made and entered into by and between Xcential Corporation ("**Xcential**") and the Licensee identified in the Ordering Document ("**Licensee**"). This Agreement, and the corresponding Xcential Ordering Document by which Licensee orders certain Software, set forth the terms and conditions under which Licensee may license and use such Software. Ordering Documents are governed by this Agreement.

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1.2 Other Users. Licensee may allow Other Users to use the Software for the purposes authorized in this Agreement, and subject to the terms of this Agreement. Licensee is responsible for the behavior of the Other Users in connection with this Agreement.

1.3 Shipment and License Keys. Where applicable, the Software will not be shipped until Xcential receives either: (a) a complete and duly executed Order Form; or (b) a purchase order from Licensee referencing a Quote. Upon shipment, Xcential may provide Licensee with a temporary license key and will transmit a permanent license key upon receipt of full payment.

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2.1 Installation sites. Licensee may install and run the Software on network servers and personal computers located on Licensee's internal network, including, but not limited to, devices connected to Licensee's virtual private network.

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3.1 Generally. Except as provided in Section 2 and Section 7.2 , Licensee will not, and will not allow others to: (a) adapt, alter, modify, decompile, translate, disassemble, or reverse engineer the Software or any component thereof; (b) create license keys that enable the Software; (c) copy the Software; (d) use the Software for High Risk Activities; (e) transfer, sublicense, loan, sell, or lease the Software or any component of the Software; or (f) remove or alter any Brand Features or other proprietary notices on or in the Software.

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3.4 Transfers. Licensee may not transfer, assign or sub-license its license rights to the Software under this Agreement, in whole or in part, or, except as otherwise provided in this Section 3 (License Grant), authorize or allow

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3.5 Revocability. The license herein granted is revocable upon written notice to Licensee in the event of any unauthorized transfer or sublicense of the Software, in whole or in part, including, without limitation, unauthorized use of the Software other than as expressly set forth herein.

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5. Payment Terms.

5.1 Purchase Process. Xcential will provide Licensee an Ordering Document for each purchase, to confirm the Software, quantity and price.

5.2 Payment. All Fees are due thirty days from the invoice date. All payments due are in U.S. dollars.

5.3 Taxes. Licensee is responsible for any Taxes, and Licensee will pay Xcential for the Software without any reduction for such amounts. If Xcential is obligated to collect or pay Taxes, the Taxes will be invoiced to Licensee, unless Licensee provides Xcential with a valid tax exemption certificate authorized by the appropriate taxing authority. If Licensee is required by law to withhold any Taxes from its payments to Xcential, Licensee must provide Xcential with an official tax receipt or other appropriate documentation to support such withholding.

5.5 Delinquent Payments. Licensee will be responsible for all reasonable expenses (including attorneys' fees) incurred by Xcential in collecting delinquent amounts, except where such delinquent amounts are due to Xcential's billing inaccuracies.

6. Delivery.

The Software will be delivered by the shipping method indicated on the Ordering Document. Xcential will bear the risk of loss for the Software until the Software is received by Licensee. Upon receipt by Licensee, Licensee bears all risk of loss for the Software.

7. Technical Support Services.

7.1 Generally. Subject to Licensee's payment of the Fees, Xcential will provide TSS to Licensee for the Software for the Support Period in accordance with the TSSA in effect when the Software are ordered. Unless otherwise agreed in writing, to receive TSS Licensee must provide Xcential with all reasonably required access to the Software in accordance with the TSSA. Licensee's failure to provide such access will be at Licensee's own risk and without liability to Xcential.

7.2 Software Updates. TSS includes Updates. Licensee's use of Updates is subject to this Agreement and the Ordering Document. Licensee will install Updates in accordance with the TSSA. Licensee may make a copy of an Update to a physical medium solely for the purpose of facilitating the installation of that Update onto the Software. Licensee will immediately erase or destroy the copy of the Update once that Update is installed on the Software.

8. Confidential Information.

8.1 Obligations. Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential

Information, but with no less than a reasonable standard of care; and (b) not disclose the Confidential Information, except to affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its affiliates, employees and agents in violation of this Section.

8.2 Exceptions. Confidential Information does not include information that: (a) the recipient already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

8.3 Required Disclosure. Each party may disclose the other party's Confidential Information when required by law, but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

9. Publicity.

Licensee agrees that Xcential may include Licensee's name or Brand Features in a list of Xcential Licensees. Licensee also agrees that Xcential may verbally reference Licensee as a Licensee of the Xcential Software or services that are the subject of this Agreement. This section is subject to Section 3.3.

10. Limited Warranty.

10.1 Limited Warranty. Xcential warrants that the executable object code of its Software as delivered to Licensee shall perform substantially in accordance with Xcential's specifications delivered with the Software for a period of ninety (90) days from the date of delivery. This warranty is provided to the original Licensee only.

10.2 Exclusions. Excluded from this warranty is any failure, loss or damage caused by installation or use of the Software other than in strict compliance with specifications provided to Licensee by Xcential, operation of the Software in a manner other than as specified by Xcential, modification, alteration or repair not performed by Xcential, Software Improvements not performed by Xcential, use of the Software in combination with other software program applications not created by Xcential, or any force majeure event. Xcential is not liable for loss of Internet access or failure to maintain adequate server capacity, storage or network access. Except in connection with a breach of the foregoing limited warranty, or any TSSA, Xcential is under no obligation to repair, update, enhance, maintain, support or service the Software.

10.3 Exclusive Remedy. Xcential's entire liability and Licensee's sole and exclusive remedy with respect to breach of the above warranty will be at Xcential's option: (a) repair of the Software in accordance with the TSSA; (b) replacement of the defective component or entire Software, as applicable; or (c) refund of the purchase price paid for the Software.

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EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) XCENTIAL EXCLUDES ALL WARRANTIES, GUARANTEES, CONDITIONS, TERMS, REPRESENTATIONS, AND UNDERTAKINGS; AND (B) XCENTIAL DOES NOT MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. XCENTIAL DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED. THE SOFTWARE IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR HIGH RISK ACTIVITIES.

12. Term and Termination.

12.1 Term. Subject to Licensee's payment of Fees, the term of the license granted in this Agreement for any Software will begin on the Shipment Date and will continue for the License Term, unless terminated earlier as set forth below.

12.2 Termination for Breach. Either party may terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches.

12.3 Effect of Termination.

a. Termination for Xcential's Breach. If the Agreement is terminated for Xcential's breach, the licenses granted herein regarding Licensee's use of the Software may, at Licensee's option, continue for the remainder of the License Term, subject to Licensee's continued compliance with this Agreement.

b. Termination for Licensee's Breach. If the Agreement is terminated for Licensee's breach, then: (i) the License Term and all other rights and licenses granted by one party to the other, or any services provided by Xcential to

Licensee, will cease immediately; (ii) upon request, each party will promptly return all Confidential Information of the other party; (iii) all payments owed by Licensee to Xcential are immediately due; and (iv) Licensee must immediately return the Software to Xcential via Xcential's authorized return shipment process.

c. Expiration of the License Term. Upon expiration of the license term, Licensee must delete all Software as instructed by Xcential. If Licensee chooses to delete the Software, Licensee must provide written certification to Xcential of this deletion within ten business days of the expiration of the License Term.

13. Limitation of Liability.

13.1 Limitation on Indirect Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANY TERM OR PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (WHETHER OR NOT BASED ON ANY ACTION IN CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION LOSSES, OR LOSS OF REVENUES, SALES OR PROFITS, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 Limitation on Amount of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE FEES PAYABLE TO XCENTIAL HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF, AND EACH PARTY'S TOTAL LIABILITY HEREUNDER SHALL NOT EXCEED, THE TOTAL FEES PAYABLE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

13.3 Exceptions to Limitations. These limitations of liability do not apply to breaches of confidentiality obligations, or violations of a party's Intellectual Property Rights by the other party.

14. Infringement.

14.1 By Xcential. Xcential represents and warrants to Licensee that Xcential has the right to grant Licensee the license set forth in this Agreement. Xcential will defend, indemnify and hold Licensee harmless, at Xcential's own expense, from any and all demands, claims, suits, proceedings and actions against Licensee brought by an unaffiliated third party that alleges that the Software as delivered by Xcential to Licensee infringes or misappropriates any patent, copyright, trademark, trade secret or other intellectual property right of such third party.

14.2 Conditions. The foregoing obligations are conditioned on Licensee: (i) notifying Xcential promptly in writing of any such action; (ii) giving Xcential sole control of the defense thereof and any related settlement negotiations; and (iii) cooperating and, at Xcential's reasonable request, assisting Xcential in such

defense. Licensee may not settle any such action without Xcential's prior written consent. Licensee may participate in such defense at Licensee's own expense.

14.3 Remedies. If the Software becomes, or in Xcential's opinion is likely to become, the subject of an infringement claim, Xcential may, at its option and expense, either (i) procure for Licensee the right to continue using the Software; (ii) replace or modify the Software so that it becomes non-infringing; or (iii) proceed with the defense and/or settlement of the claim as set forth herein.

14.4 Termination and Refund. If Xcential does not reasonably believe the options in Section 14.3 are commercially reasonable, Xcential may terminate the license for the allegedly infringing Software and refund a percentage of the Fees paid by Licensee through the date a third party claim occurs for the allegedly infringing Software, per Section 14.1, less depreciation for use assuming straight line depreciation over the Support Period.

14.3 Exceptions. Xcential will have no obligation under this Section or otherwise with respect to any allegation or claim based upon: (i) any use of the Software by Licensee, any customer or any user not in accordance with this Agreement; (ii) any use of the Software by Licensee, any customer or any user in combination with products, equipment, software, or data not supplied by Xcential if such infringement would have been avoided but for the combination with other products, equipment, software or data; or (iii) any modification of or Improvements to the Software by any person other than Xcential or its expressly authorized agents or subcontractors. Licensee agrees to defend, indemnify and hold Xcential harmless from and against any action to the extent arising from a claim based on any action or conduct set forth in this subsection (14.3).

14.3 By Licensee. Licensee will indemnify, defend, and hold harmless Xcential from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of: (a) a third party claim made against Xcential for infringement or misappropriation based on conduct by Licensee as described in Section 14.2; or (b) Licensee's breach of Section 16 (Export Compliance).

14.5 General. The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party has full control and authority over the defense, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed; and (b) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE THE ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

15. Government Purposes (applicable to United States government Licensees only).

The Software is commercial within the meaning of the applicable civilian and military Federal acquisition regulations and any supplements thereto. If the user of the Software is an agency, department, employee, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Software, including technical data or manuals, is governed by the terms, conditions and covenants contained in the Xcential standard commercial license agreement, as contained herein.

16. Export Compliance.

Licensee will comply with, and will obtain all prior authorization from the competent government authorities required by, the Export Control Laws. This Section 16 will survive termination or cancellation of this Agreement.

17. Miscellaneous.

17.1 Notices. All notices must be in writing and addressed to the attention of the other party's Legal counsel and primary point of contact. Notice will be deemed given: (a) when verified by written receipt if sent by personal courier, overnight courier, or mail; or (b) when verified by automated receipt or electronic logs if sent by facsimile or email.

17.2 Assignment. Neither party may assign or transfer any part of this Agreement without the written consent of the other party, except assignment of the Agreement in its entirety to an Affiliate but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

17.3 Change of Control. Upon a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction), (a) the party experiencing the change of control will provide written notice to the other party within 30 days after the change of control, and (b) the other party may immediately terminate this Agreement any time between the change of control and thirty days after it receives the written notice in subsection (a).

17.4 Force Majeure. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

17.5 No Agency. The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

17.6 No Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver.

17.7 Severability. If any provision of this Agreement is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

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

17.9 Equitable Relief. Nothing in this Agreement will limit either party's ability to seek equitable relief.

17.10 Governing Law. This Agreement is governed by California law, excluding California's choice of law rules. FOR ANY DISPUTE RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SAN DIEGO COUNTY, CALIFORNIA.

17.11 Amendments. Any amendments to this Agreement must be agreed upon in writing.

17.12 Survival. Those provisions that by their nature should survive termination of this Agreement, will survive termination of this Agreement.

17.13 Entire Agreement. This Agreement, including any documents attached to this Agreement, and the Ordering Document, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. The terms located at a URL and referenced in this Agreement or in the Ordering Documents are hereby incorporated by this reference. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Ordering Document, the Agreement, and the terms located at any URL.

17.14 Counterparts. The parties may enter into this Agreement by executing the applicable Order Document, which may be executed in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

18. Definitions.

"Affiliate" means, with respect to either Xcential or Licensee, any entity that directly or indirectly Controls, is Controlled by, or is under common Control with such party.

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"Confidential Information" means information disclosed by a party to the other party under this agreement that is marked as confidential or would normally be considered confidential under the circumstances. Information provided to Xcential by Licensee during Xcential's provision of TSS is Licensee's Confidential Information.

"Control" means control over greater than fifty percent of the voting rights or equity interests of a party.

"Licensee Content" means content owned by, or lawfully licensed to, Licensee. Licensee Content may be located on servers that are owned and operated by Licensee, or operated on Licensees behalf.

"Documentation" means Xcential proprietary documentation in the form generally made available by Xcential to its Licensees for use with the Software.

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"Fees" means all applicable fees as set forth in the Ordering Document.

"Graphic" means an unaltered graphic in the form provided by Xcential for the purpose of identifying that the Software is provided by Xcential.

"High Risk Activities" means uses such as the operation of nuclear facilities, air traffic control or life support systems, where the failure of the Software could lead to death, personal injury, or environmental damage.

"Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

"License Term" means the period of time during which Licensee is authorized to use the Software, and will be set forth in the Ordering Document.

"Order Form" means the written Xcential order form for the Software Xcential will provide to Licensee subject to this Agreement. All Order Forms are subject to this Agreement, and will contain at least: (i) Software name; (ii) Document limit, as applicable; (iii) price; (iv) type of TSS provided and the Support Period; (v) the License Term; and (vi) a reference number.

"Ordering Document" means either a Xcential Order Form, or a Xcential Quote.

"Other Users" means Licensee's Affiliates, agents, contractors, or authorized end users.

"Primary System" means any Software for which Licensee has obtained a license from Xcential.

"Quote" means a written document supplied by Xcential specifying the Software Xcential will provide to Licensee subject to this Agreement. All Quotes are subject to this Agreement, and will contain at least: (i) Software name; (ii) Document limit, as applicable; (iii) price; (iv) type of TSS provided and the Support Period; (v) the License Term; and (vi) a reference number.

"Shipment Date" means the date of shipment by Xcential or its designated agent.

"Support Period" means the period of time, set forth on the Ordering Document, during which Xcential will provide TSS. Unless otherwise agreed to in writing, the Support Period will begin upon the later of: (i) Xcential's installation of the Software; or (ii) ten days following the Shipment Date.

"TSS" means the technical support services provided by Xcential, in accordance with Xcential's TSSA, for the Software identified in the Ordering Document for Support Period.

"TSSA" means Xcential's then current Technical Support Services Agreement