MetaJure Product Terms and Conditions

1. Provision of the MetaJure Product. The "MetaJure Product" consists of the Knowledge Hub Server and the MetaSync Client. MetaJure will make the MetaJure Product available to Customer for use on Customer's computer networks on these Terms and Conditions. MetaJure will retain all ownership rights to the MetaJure Product, and Customer's rights to use the MetaJure Product will be only those expressly granted in the Invoice and these Terms and Conditions (collectively, the "Agreement"). MetaJure will provide introductory product training to Customer in an appropriate format, noting that the MetaJure Product is designed to be as easy to use as a typical Internet search engine. During the term of the Agreement, Customer will be entitled to receive all updates to the MetaJure Product that MetaJure distributes to its customers generally, provided that MetaJure reserves the right to withhold and/or separately charge for future modules and/or functionality that are custom works for other customers or extensions to the base MetaJure Product that MetaJure does not distribute generally to its customers. MetaJure will respond to other requests for support from the Customer as practicable subject to generally applied procedures and prices.

2. Installation, Support, and Maintenance of the MetaJure Product. Customer agrees to provide MetaJure with reasonable access, permissions, and support to enable MetaJure to install, test, and maintain the MetaJure Product. The MetaJure Product will be connected to Customer's data sources identified in the MetaJure invoice delivered to Customer ("Invoice"). At Customer's request, MetaJure will connect the MetaJure Product to additional Customer data sources subject to payment of the fees set forth in the Invoice (or as otherwise agreed by MetaJure and Customer in writing). To ensure optimal functioning of the MetaJure Product, MetaJure may from time to time download and install corrections, upgrades, and subsequent versions of the MetaJure Product for Customer's use.

3. Customer's Rights to Use the MetaJure Product. Effective upon completion of installation, MetaJure grants Customer the right to use the MetaJure Product pursuant to the terms of this Agreement. Authorized Users are individual persons identified by user name and password who are entitled to access the MetaJure Product. Customer may from time to time request that MetaJure update the identities of the Authorized Users, which MetaJure will implement as soon as reasonably practicable. Customer may not exceed the number of Authorized users specified in the Invoice except by request to MetaJure and payment of applicable additional fees. Customer may not share user names or passwords for purposes of evading any limit on Authorized Users. Customer's license rights to the MetaJure Product will at all times be conditioned upon compliance with the terms of this Agreement, including without limitation payment.

4. Protection of Customer Data. Customer will at all times be entitled to sole ownership and strict confidentiality of all its documents and other information on Customer's computers and networks ("Customer Data"). To the extent that MetaJure requires access to any Customer Data, this will be for the sole purpose of providing the MetaJure Product to Customer pursuant to the requirements of this Agreement, and no other use whatsoever will be permitted. MetaJure agrees to strictly maintain the confidentiality of the Customer Data pursuant to Section 9 of these Product Terms and Conditions (Confidentiality). MetaJure may collect information about Customer's usage of the MetaJure Product, and may internally use such information to improve its products and services.

5. Fees. In consideration of being granted access to and use of the MetaJure Product, Customer will pay to MetaJure all fees and amounts set forth in the Invoice. Following the initial term, pricing changes, if any, will be communicated by MetaJure to Customer in writing.

6. Indemnity. MetaJure will defend, indemnify and hold harmless Customer from any claim brought against Customer by a third party alleging that Customer's use of the MetaJure Product infringes any United States copyright, trademark, trade secret, or patent right of any third party.

7. DISCLAIMER AND LIABILITY LIMIT. METAJURE'S PRODUCTS AND SERVICES ARE PROVIDED ON AN AS-IS, AS-AVAILABLE BASIS WITHOUT WARRANTIES OF

ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ENJOYMENT, TITLE, NON-INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN NO EVENT WILL METAJURE OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE METAJURE PRODUCT EVEN IF METAJURE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE WARRANTY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL METAJURE BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE TOTAL PAID BY CUSTOMER TO METAJURE; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION WILL NOT LIMIT METAJURE'S OBLIGATIONS SET FORTH IN SECTION 6 OF THESE PRODUCT TERMS AND CONDITIONS (INDEMNITY).

8. Term and Termination. Customer's right to access and use the MetaJure Product will be effective beginning on the date of the Invoice, conditioned on Customer's payment of the Invoice according to its terms. This Agreement will automatically renew for successive one-year terms unless terminated by either party by written notice to the other party prior to the end of the then-current term. Either party may terminate this Agreement at any time in the event the other party is in breach of a material term, which breach remains uncured 30 days after receiving written notice of such a breach from the other party. Any notice of breach must be prominently labeled "NOTICE OF BREACH OF AGREEMENT" in order to be effective. Effective promptly upon termination or expiration of this Agreement: (i) Customer will immediately cease all and use of the MetaJure Product; and (ii) MetaJure will promptly remove the MetaJure Product from Customer's premises. Sections 7, 8, 9, 10, 11, 12 and 13 will survive any expiration or termination.

9. Confidentiality. "Confidential Information" means information that either party designates as being confidential or that, under the circumstances surrounding the disclosure of the information, ought to in good faith be treated as confidential. "Confidential Information" includes, without limitation, any and all Customer Data. Confidential Information will not include information a party can establish: (i) entered or subsequently enters the public domain without that party's breach of any obligation owed the other party hereunder; (ii) became known to the receiving party before the other party disclosed such information to the receiving party (and without an obligation of confidentiality); (iii) became known to the receiving party from a source other than the disclosing party (and without an obligation of confidentiality); or (iv) is independently developed by the receiving party. The receiving party will at all times keep the Confidential Information of the other party confidential and will take all reasonable security precautions to keep confidential and protect such Confidential Information from unauthorized access and use. Neither party will disclose any Confidential Information of the other party to any third party without having first received the express prior written permission of the other party, except as may be required by law.

10. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Washington as such laws apply to contracts performed within Washington by its residents.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties as to the MetaJure Product. This Agreement supersedes all prior and contemporaneous discussions and understandings regarding the subject matter.

12. Notices. All notices in connection with this Agreement will be deemed given as of the day they are received by the intended recipient via messenger, delivery service, or in the United States of America mails, postage prepaid, certified or registered, return receipt requested, and addressed as set forth in the Invoice.

13. Assignment. Neither party may assign its rights and/or obligations under this Agreement to a third party, provided that MetaJure may assign this Agreement in connection with a sale of all, or substantially all, of MetaJure's assets.

14. Data Hosting Services. The MetaJure Product is designed to be configured and utilized on Customer's computers and network(s) that are behind Customer's firewall, such that Customer has exclusive control over all aspects of Customer's systems. If requested by Customer, MetaJure will procure on

Customer's behalf a hosted configuration for the MetaJure Product that utilizes a virtual private network on the Internet. To enable this option, MetaJure utilizes state-of-the-art data hosting services from a market leader, Amazon Web Services ("AWS Services"). The terms and conditions of AWS Services are at all times as set forth in the then-current Amazon Customer Agreement (including all related agreements referenced therein), and Customer agrees that Customer's use of the AWS Services will at all times be subject thereto, provided that MetaJure will serve as first-line support therefor.