

amicusO|D|R SUBSCRIBER AGREEMENT

Section 1. Preamble

Welcome to AmicusO|D|R and the online services of AmicusO|D|R. (AmicusO|D|R). Please read this Agreement carefully. It governs your access to and use of the AmicusO|D|R Services through AmicusO|D|R. Your use of AmicusO|D|R is conditioned upon your acceptance of this Agreement. By clicking on the "I Accept" button or by using the AmicusO|D|R services, you are agreeing to be legally bound by all of the terms and conditions of this Agreement as amended from time to time. If you are acting as an employee, you agree that this Agreement will bind your employer. As used in this Agreement, "You" or "Your" includes you and your employer.

Section 2. License; Restrictions on Use

2.1 License. AmicusO|D|R hereby grants to You a nonexclusive, nontransferable license to enable You and Your Authorized Users to access and use the AmicusO|D|R Services through AmicusO|D|R subject and according to the terms of this Agreement solely for Your internal business purposes.

2.2 General Restrictions and Limitations. The License does not include the right to, and You will not directly or indirectly, (a) enable any person or entity other than Authorized Users to access and use the AmicusO|D|R Services through AmicusO|D|R; (b) modify or create any derivative work based upon any AmicusO|D|R Technology used on AmicusO|D|R; (c) grant any sublicense or other rights under the License; (d) reverse engineer, disassemble or decompile all or any portion of, or attempt to discover or recreate the source code for, any software that is part of the AmicusO|D|R Technology used on VitualCourthouse.com; (e) remove, obscure or alter any Proprietary Rights related to AmicusO|D|R, the AmicusO|D|R Services, or the AmicusO|D|R Technology; or (f) engage in, permit or suffer to continue any Unauthorized Use by any person or entity within Your control. You will ensure, through proper instructions and enforcement actions, that all access to and use of the AmicusO|D|R Services through AmicusO|D|R and the Information obtained by You, or otherwise through Your facilities, equipment, identifiers or passwords, will conform to this Agreement and will be made and used solely for proper and legal purposes, and will be conducted in a manner that does not violate any law or regulation, the rights of any third party, court orders or AmicusO|D|R's policies.

2.3 HIPAA Waiver. You acknowledge that it is Your responsibility to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPA). You further affirm that you hereby waive and relinquish any right or claim of right created by HIPA or that your client has waived and relinquished any right or claim if right created by HIPA.

2.4 Providers of Neutral Services. A Neutral is an individual who is selected by the parties to a dispute to act as an Arbitrator, Mediator, Neutral Case Evaluator or a Settlement Conference Facilitator. AmicusO|D|R does not validate the qualifications, credentials or competence of any Neutral. You acknowledge that you have the affirmative obligation to investigate the background and experience of each Neutral. You also acknowledge that AmicusO|D|R does not provide any

remedial service or sanction with regard to any claimed contractual, ethical or professional misconduct of a Neutral. IT IS YOUR RESPONSIBILITY TO VERIFY ANY INFORMATION PROVIDED BY A NEUTRAL CONCERNING THAT NEUTRALS QUALIFICATIONS. YOUR AGREEMENT WITH EACH NEUTRAL IS A SEPARATE SEVERABLE AGREEMENT BETWEEN YOU AND EACH NEUTRAL. AMICUSO|D|R IS NOT A PARTY, EXPRESS OR IMPLIED, TO ANY AGREEMENT YOU MAY HAVE WITH A NEUTRAL. YOU ACKNOWLEDGE THAT YOUR SOLE REMEDY IS AGAINST THE NEUTRAL YOU HAVE SELECTED TO PERFORM SERVICES.

Section 3. Access to AmicusO|D|R

3.1 Equipment, Services and Facilities. You are solely responsible for providing, installing and maintaining at Your own expense all equipment, facilities and services necessary to access and use the AmicusO|D|R Services through AmicusO|D|R, including, without limitation, all computer hardware and software, modems, printers, telephone service and Internet access.

3.2 Password. Each Authorized User will be issued or otherwise assigned a User Identification to access and use the AmicusO|D|R Services through AmicusO|D|R. You are solely responsible for tracking the User Identifications to specific Authorized Users and for ensuring the security and confidentiality of all User Identifications. You acknowledge that You are fully responsible for all liabilities incurred through the use of any User Identification and that any transaction under a User Identification will be deemed to have been performed by You. You will immediately notify AmicusO|D|R of any unauthorized use of any User Identification or any other breach of security known to You. Use of any User Identification other than as provided in this Agreement will be considered a breach of this Agreement by You.

Section 4. Compensation

4.1 Fees. You will pay AmicusO|D|R the fees, charges and other amounts for the License and the AmicusO|D|R Services at the rates specified in AmicusO|D|R's current Fee Schedule at the date You or Your Authorized Users' use the AmicusO|D|R Services. All amounts payable under this Agreement are denominated in United States Dollars and You will pay all such amounts in lawful currency of the United States. AmicusO|D|R reserves the right to change its generally applicable fees or its method of measuring usage, or both, at any time without prior notice.

4.2 Payment. AmicusO|D|R will bill You monthly for the fees, charges and other amounts accruing for You and Your Authorized Users' use of the AmicusO|D|R Services during the prior month. You will pay each invoice within thirty (30) days after Your receipt of the invoice. Invoices which are not paid within 30 days will be assessed a service charge of 1.5% of the total amount due per month plus the costs of the arbitration. Upon receipt of the total fee due, AmicusO|D|R will distribute appropriate fees directly to the Neutral. When appropriate AmicusO|D|R will enable electronic payment technology. In the event that AmicusO|D|R is required to initiate arbitration in order to collect its fees then You will be responsible for the reasonable attorney's fees of AmicusO|D|R. When such technology is enabled you agree to comply with all of the terms and conditions of the electronic payment system.

4.3 Suspension of Services. If You fail to pay any amount under this Agreement when due, in addition to any other remedies available to at law or in equity, AmicusO|D|R will have the right, in its sole reasonable discretion, to immediately suspend the License and Your Authorized Users' access to and use of the AmicusO|D|R Services through AmicusO|D|R. AmicusO|D|R also reserves the right to suspend the License and Your authorized Users' access for any reason at any time.

4.4 Taxes and Court Fees. Unless otherwise specified in writing, the fees, charges and other amounts payable to AmicusO|D|R under this Agreement do not include any taxes, customs duties, surcharges, court fees or other charges assessed or imposed by any governmental authority (including, without limitation, any court accessible through AmicusO|D|R) other than taxes imposed on AmicusO|D|R's net income. You will pay or reimburse AmicusO|D|R for all such charges upon demand or provide certificates or other evidence of exemption.

Section 5. Proprietary Rights

5.1 Ownership. The AmicusO|D|R Services, AmicusO|D|R and the AmicusO|D|R Technology constitute or otherwise involve valuable Proprietary Rights of AmicusO|D|R. No title to or ownership of the AmicusO|D|R Services, AmicusO|D|R and the AmicusO|D|R Technology, or any Proprietary Rights associated therewith is transferred to You, any Authorized User or any third party under this Agreement.

5.2 Protection of Proprietary Rights. You will not infringe or violate, and will take appropriate steps and precautions for the protection of, AmicusO|D|R's Proprietary Rights. Without limiting the generality of the foregoing, You will (a) maintain access and use restrictions sufficient to prevent any Unauthorized Use; (b) not make the AmicusO|D|R Services, AmicusO|D|R, the AmicusO|D|R Technology or Third Party Content available to any third party without the prior written consent of AmicusO|D|R; and (c) otherwise use Your best efforts to prevent any Unauthorized Use. You will immediately notify AmicusO|D|R of any Unauthorized Use that comes to Your attention and cooperate with AmicusO|D|R to investigate and prevent the same. In the event of any Unauthorized Use relating to Your activities, any Authorized User or any of Your representatives, You will take all steps reasonably necessary to terminate such Unauthorized Use.

Section 6. Warranty and Disclaimer

6.1 Warranty. You acknowledge that AmicusO|D|R does not edit, and cannot verify, the completeness, propriety or accuracy of any Information or Third Party Content available through AmicusO|D|R. AmicusO|D|R has no control over the contents of any Information and will not be responsible for any claimed loss of privilege or other claimed injury due to disclosure of sealed, confidential or privileged information. IT IS YOUR RESPONSIBILITY TO VERIFY THE INFORMATION AND THIRD PARTY CONTENT OBTAINED THROUGH AMICUSO|D|R WITH THE OFFICIAL INFORMATION REPOSING AT THE COURT OF RECORD OR OTHER DATA SOURCE.

6.2 DISCLAIMER. THE LICENSE, AMICUSO|D|R SERVICES, AMICUSO|D|R, AMICUSO|D|R TECHNOLOGY, INFORMATION AND ALL SOFTWARE, SERVICES AND

OTHER ITEMS PROVIDED HEREIN ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. AMICUSO|D|R AND ITS THIRD PARTY PROVIDERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY ERROR, DEFECT, DEFICIENCY, INFRINGEMENT OR NONCOMPLIANCE IN THE AMICUSO|D|R SERVICES, AMICUSO|D|R, AMICUSO|D|R TECHNOLOGY, INFORMATION OR ANY SOFTWARE, SERVICES OR OTHER ITEMS PROVIDED BY, THROUGH OR ON BEHALF OF AMICUSO|D|R UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE).

Section 7. Your Warranties and Indemnification

7.1 Warranty. In addition to any warranties set forth elsewhere in the Agreement, You warrant to AmicusO|D|R that the performance of Your obligations and Your Authorized Users' access to and use of the AmicusO|D|R Services through AmicusO|D|R will not violate any third party rights or any applicable laws, rules or regulations.

7.2 Indemnification. You will defend, indemnify and hold harmless AmicusO|D|R, and its directors, officers, employees and agents from and against any and all claims, costs, losses, damages, judgments and expenses (including reasonable attorneys' fees) arising out of or in connection with (a) any claim alleging any breach of any of the foregoing warranties or any other provision of this Agreement; (b) any damage arising from causes beyond the control or without the fault or negligence of AmicusO|D|R; (c) any use by You or Your Authorized Users, customers or clients of the Information, Third Party Content, or any other software, services or other items provided under this Agreement.

Section 8. Limitations of Liability

8.1 Force Majeure. Neither party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond such party's reasonable control (including, without limitation, any act or failure to act by the other party). This paragraph will not apply to any payment obligation of either party.

8.2 No Consequential Damages. IN NO EVENT WILL AMICUSO|D|R BE LIABLE TO YOU OR ANY OF YOUR AUTHORIZED USERS, CUSTOMERS OR CLIENTS FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ANY LOSS OF PROFIT, REVENUE, DATA, BUSINESS OR USE) EVEN IF AMICUSO|D|R HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING FROM OR RELATED TO ANY PROVISION OF THIS AGREEMENT, THE LICENSE, AMICUSO|D|R SERVICES, AMICUSO|D|R, THE AMICUSO|D|R TECHNOLOGY, INFORMATION OR ANY SOFTWARE, SERVICES OR OTHER ITEMS PROVIDED IN CONNECTION THEREWITH.

8.3 Limitation of Liability. AMICUSO|D|R'S AGGREGATE LIABILITY WITH REGARD TO THE LICENSE, AMICUSO|D|R SERVICES, INFORMATION AND ANY OTHER ITEMS PROVIDED UNDER THIS AGREEMENT WILL IN NO EVENT EXCEED THE COMPENSATION PAID BY YOU TO AMICUSO|D|R UNDER THIS AGREEMENT IN THE THREE (3) MONTHS PRECEDING THE ACCRUAL OF SUCH CLAIM.

Section 9. Arbitration

Any controversy or claim arising out of or relating to this Agreement, which is not settled by reasonable negotiations and mediation between the parties, will be settled by arbitration under the Maryland Uniform Arbitration Act that will be binding on all parties. Each party expressly agrees to be bound to any results of such arbitration and not to dispute in any way, at law or otherwise, the decision rendered by such arbitration. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitration will be conducted by a single arbitrator and agreed rules if all parties can agree upon such arbitrator and rules, and if such agreement cannot be reached between the parties, the arbitration will be arbitrated by a single arbitrator selected and appointed by a Judge in the Circuit Court for Anne Arundel County, Maryland in accordance with the rules determined by the arbitrator, which decision will be binding on the parties. The arbitrator will be a person from the State of Maryland, and the arbitration hearing will be held in the State of Maryland. The cost of arbitration will be borne equally by the parties unless the arbitrator makes a final determination, which determination will be binding upon the parties, that one of the parties should be regarded as the prevailing party as to the matters submitted to the arbitration, in which event the nonprevailing party will bear all costs related to the arbitration. Notwithstanding the foregoing, either party may, on good cause shown, seek a temporary restraining order and/or a preliminary injunction from a court of competent jurisdiction, to be effective pending the institution of the arbitration process and the deliberation and award of the arbitrator.

Section 10. Alternative Dispute Resolution Process (ADR)

10.1 Rules of the Process. The rules of the AmicusO|D|R ADR process will be determined by the agreement of the parties. In the event that the parties cannot agree upon the rules of the ADR process or have a dispute over the rules of the ADR process, the Neutral, selected and agreed upon by the parties, shall determine the rules of the ADR process.

10.2 Confidentiality. The parties and the Neutral shall keep all of the Information provided through the AmicusO|D|R dispute resolution process confidential and will not disclose that information to any other individual without the express written authorization of all of the parties. Should any party or their agent seek to compel the disclosure of any information by subpoena or other court process then that party shall be responsible for all of the costs of compelling disclosure including reasonable attorney's fees.

Section 11. Miscellaneous

11.1 Modifications. This Agreement may be changed by AmicusO|D|R from time to time. All amendments and current User Agreements will be posted on the AmicusO|D|R website –

www.amicusO|D|R. Continued use of AmicusO|D|R following the effectiveness of any change constitutes acceptance of the change. This agreement may not be modified by you unless such modification is agreed to in writing by AmicusO|D|R.

11.2 Assignment. This Agreement, and the License granted hereunder, may not be assigned by You to any third party. Subject to the foregoing, this Agreement will bind and benefit the parties and their respective successors and assigns.

11.3 Nonwaiver. Waiver of any breach of any term or condition of this Agreement will not be deemed a waiver of any prior or subsequent breach.

11.4 Severability. This Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision and (b) such invalidity or unenforceability will not affect any other provision of this Agreement.

11.5 Applicable Law; Jurisdiction and Venue. This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Alabama, U.S.A., without reference to its choice of law principles to the contrary. The 1980 UN Convention on Contracts for the International Sale of Goods or its successor will not apply to this Agreement. You hereby consent to the jurisdiction and venue of the state and federal courts located in Jefferson County, State of Alabama, U.S.A., with respect to any claim arising under or by reason of this Agreement. You will not prosecute any action, suit, proceeding or claim arising under or by reason of this Agreement except in such courts.

11.6 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement, and this Agreement replaces and supersedes any prior verbal understandings, written communications or representations on the subject matter hereof.

Subscriber Signature

Date

Subscriber Name

Phone (XXX) XXX-XXXX

Address

City, State ZIP