

Clark & Walker, P.C. Client Portal End User License Agreement

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1. **Definitions.** For purposes of this Agreement, the following terms have the following meanings:

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"**Licensee**" has the meaning set forth in the preamble.

"**Clark & Walker**" has the meaning set forth in the preamble.

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"**Software**" means the software program used by or in development by Clark & Walker referred to as the "**Client Portal**" as developed by or for Clark & Walker, and any updates,

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“**Term**” has the meaning set forth in Section 9.

“**Third Party**” means any Person other than Licensee or Clark & Walker.

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1. License Grant and Scope. Subject to and conditioned upon Licensee's strict compliance with all of the terms and conditions set forth in this Agreement, Clark & Walker hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable limited license (hereinafter, the “**License**”) during the Term to use the Software and Documentation, solely as set forth in this Section 2 and subject to all of the conditions and limitations set forth in Section 4 or elsewhere in this Agreement. This License grants Licensee the right to:

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9. Term and Termination.

(a) This Agreement and the License shall remain in effect unless terminated as set forth herein (the "**Term**").

(b) Licensee may terminate this Agreement by ceasing to use and destroying all copies of the Software and Documentation.

(c) Either party may, upon written notice to the other party, terminate this Agreement for material breach, provided that such material breach is not cured within thirty (30) days following receipt of such notice.

(d) Upon expiration or earlier termination of this Agreement, the License shall also terminate, and Licensee shall cease using and destroy all copies of the Software and Documentation.

(e) Notwithstanding any expiration or termination of this Agreement, any provisions of this Agreement which by their terms are intended to survive expiration or termination of this Agreement shall so survive and continue in full force and effect.

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INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

11. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

(a) IN NO EVENT WILL CLARK & WALKER OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO THE LICENSEE OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE SOFTWARE, LOST REVENUES OR PROFITS, DELAYS, INTERRUPTION OR LOSS OF SERVICES, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION OR BREACHES IN SYSTEM SECURITY, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CLARK & WALKER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. .

(b) IN NO EVENT WILL CLARK & WALKER'S AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED ONE-HUNDRED DOLLARS (\$100).

(c) THE LIMITATIONS SET FORTH IN THIS SECTION 11 SHALL APPLY EVEN IF THE LICENSEE'S REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE.

12. Confidentiality. Each party agrees to use commercially reasonable efforts to maintain the confidentiality of any confidential information of the other party that it obtains pursuant to this Agreement consistent with the efforts such party uses to protect its own confidential and trade secret information of like importance, and shall take all reasonable steps to ensure that such confidential information is not disclosed or distributed by its employees or agents to third parties not subject in writing to an agreement to protect such confidential information. Each party agrees that the Software and Documentation shall be deemed confidential information of Clark & Walker.

13. No Legal Advice. The Software may provide information concerning potential legal issues, but it is not a substitute for legal advice from qualified counsel. At no time does the Software review information for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about anyone's legal rights, remedies, defenses, options, selection of forms, or strategies. Use of the Software does not create any fiduciary relationship between Licensee

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14. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Arizona. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the courts within the State of Arizona, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non conveniens.

(b) The relationship between Licensor and Clark & Walker established by this Agreement is that of independent contractors. No joint venture or partnership is established by this Agreement. Neither party is the agent, broker, partner, employee, or legal representative of the other for any purpose.

(c) All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or e-mail of a PDF document if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses as may be designated by a party from time to time.

(d) This Agreement, together with all schedules attached hereto constitutes the sole and entire agreement between Licensee and Clark & Walker with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

(e) Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Clark & Walker's prior written consent, which consent Clark & Walker may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger,

consolidation or reorganization involving Licensee (regardless of whether Licensee is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations or performance under this Agreement for which Clark & Walker's prior written consent is required. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section is void. Clark & Walker may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Licensee's consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(f) This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(g) This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(h) If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(i) For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. All schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

(j) The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.