

Leaning Barn Software, LLC

June 12, 2019

## END USER SOFTWARE LICENSE AND SUBSCRIPTION AGREEMENT

**IMPORTANT:** This License and Subscription Agreement ("Agreement") is a legal agreement between you (either an individual or a legal entity) ("Licensee", "you", "your", as context requires) and Leaning Barn Software, LLC having its principal place of business at 40 School Street, Suite 8 Greenfield, MA 01301 and, where applicable, its suppliers and licensors (collectively "Leaning Barn Software") for the software indicated below ("Software") and associated documentation ("Documentation"). BY INSTALLING, COPYING, DOWNLOADING, ACCESSING, OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY GOVERN YOUR USE OF THE SOFTWARE. If you do not agree to the terms and conditions of this Agreement, please do NOT install the Software and immediately destroy any copies of the Software and Documentation in your possession.

-----  
**SUBSCRIPTION INFORMATION**

Product: Harvest Law Criminal Defense™

Fee and Payment Terms: See separate subscription and fee form incorporated by reference into this Agreement ("License Fees")

Term:  
-----

### 1. GRANT OF LICENSE

Leaning Barn Software hereby grants to you a personal, limited, non-exclusive, non-sub-licensable, nontransferable, non-assignable license to use the Software, in machine executable object code form, and any related Documentation as follows:

#### Evaluation Version

At no cost, you may install and use one copy of the Software on a single computer within your organization for evaluation and testing purposes during the evaluation period. The evaluation Software should not be used for commercial purposes. After the evaluation period, if you do not order the registered version of the Software (which may involve a separate payment), you must remove/destroy the Software and Documentation.

#### Registered Version

If this Registered Version of the Software was accompanied with a purchase confirmation sent to you ("Purchase Confirmation"):

In exchange for the payment of required fees, which may be on a one-time, annual or other periodic basis as set forth in the Purchase Confirmation, you may: (i) install and use one copy of the Software on up to 3 computers within your organization; and (ii) make one copy of the Software and Documentation for back-up and archival purposes only, provided any copy must contain all of the original Software and Documentation's proprietary notices. The copies of the Software are to be used by one licensed user/attorney and in all cases only one licensed law firm/sole proprietorship. If you, your firm/sole proprietorship wish to add additional users/attorneys of the Software, you must obtain additional licenses from Leaning Barn Software, LLC for each user/attorney and for additional computers where the Software is installed. The license for the registered version of the Software will be for the period set forth in the Purchase Confirmation. If so provided in the Purchase Confirmation, the fees will include service and support for the period set forth therein.

If you have purchased a site license ("Site License"), in exchange for the payment of required fees, which may be on a one-time, annual or other periodic basis you may: (i) install as many copies of the Software on as many number of computers within your organization as provided in the terms of the Site License; and (ii) have as many additional users of the Software on a number of computers simultaneously, provided that the number does not exceed the number of users provided for by the Site License.

#### Disabling Mechanism Applicable to All Users

Your license allows you to use the Software only for a specific duration and, in the case of the registered version, only when required fees are paid. THE SOFTWARE MAY CONTAIN A DISABLING MECHANISM THAT WILL PREVENT IT FROM BEING USED AFTER THE LICENSE OR SUBSCRIPTION PERIOD EXPIRES. YOU MUST NOT TAMPER WITH THE DISABLING MECHANISM OR THE SOFTWARE.

## 2. FEES AND TAXES.

You agree to pay all fees set forth in Purchase Confirmation applicable to the Software and update(s) selected by you. All fees are payable in advance. Leaning Barn Software reserves the right to increase its fees in the next applicable billing period, notice of which may be electronic; provided, however, in the event of any increase you shall have the option to terminate this Agreement in accordance with the provisions of paragraph 8. Payment of fees shall be made to Leaning Barn Software 40 School Street, Suite 8 Greenfield, MA, 01301 or to the appointed Leaning Barn Software Distributor from whom you originally purchased your subscription.

## 3. LICENSE RESTRICTIONS

a) All rights not expressly granted are reserved.

- b) You may not: (i) permit other individuals or entities to use or have access to the Software except under the terms of this Agreement; (ii) modify, translate, reverse engineer, decompile, disassemble (except to the extent that this restriction is expressly prohibited by law) or create derivative works based upon the Software or Documentation; (iii) copy the Software or Documentation (except for back-up or archival purposes); (iv) rent, lease, lend, assign, or otherwise transfer rights to the Software or Documentation; or (v) remove any proprietary notices or labels on the Software or Documentation. Any such forbidden use shall immediately terminate your license to the Software and Documentation.
- c) You agree that you shall only use the Software and Documentation in a manner that complies with all applicable laws, regulations and the like in the jurisdictions in which you use the Software and Documentation, including, but not limited to, applicable restrictions concerning legal uses and copyright and other intellectual property rights.
- d) The Software or the use of the Software may be subject to legal or regulatory provisions related to products used in the Health Care Industry. Prior to using the Software, it is your responsibility to ensure that your use of the Software will not violate any legal or regulatory provisions. Please contact Leaning Barn Software to determine the most recent information regarding legal and regulatory approvals.
- e) The use of the Software is intended only for use with properly authorized content. Content files, including, but not limited to images, which are viewed using the Software, may be protected by copyright laws or other laws of any jurisdiction and are used at your own risk.
- f) You may only use the Software for your internal purposes. You may not use the Software in any way to provide, or as part of, any application service provider ("ASP") service or other similar commercial service or application in which third parties have access to the Software.
- g) You shall pay all applicable sales, use, transfer and any other taxes (exclusive of Leaning Barn Software income taxes), however designated, which are collected or levied against Leaning Barn Software on account of this Agreement.
- h) If you are an Academic User you agree to use the Software solely for teaching, learning, or research purposes and not for rendering of services which are compensated or reimbursed.

#### 4. UPDATES/ UPGRADES

Leaning Barn Software reserves the right at any time to, but is not obligated to provide Updates to the Software. "Update" shall mean a change to the Software and/or Products designed to correct defects, but does not materially change functionality. If any such Updates are provided to you by Leaning Barn Software, such Updates will be considered a part of the Software and subject to the terms and conditions of this Agreement. You agree and understand that although Leaning Barn Software takes steps to prevent errors, the Software may contain errors affecting proper operation. The license provided herein does not include Upgrades. "Upgrade" shall mean a change to the Software that adds functionality or otherwise implements substantial additional capability. You agree that you may not have access to such Upgrades without separate payment or through a separate support agreement.

## 5. TITLE

Title, ownership rights, and intellectual property rights in and to the Software and Documentation shall remain in Leaning Barn Software. The Software is protected by the copyright laws of Canada, the United States and by international copyright treaties. Title, ownership rights and intellectual property rights in and to any content used with the Software shall be retained by the applicable content owner and may be protected by applicable copyright or other law. Leaning Barn Software also retains all right, title, and interest in and to the trademarks, trade names, logos, and icons (collectively "Marks") used in or identifying the Software or its features and you may not use such Marks without the prior written permission of Leaning Barn Software, LLC.

## 6. LIMITED WARRANTY AND LIMITATION OF LIABILITIES

Leaning Barn Software warrants that the Software will perform in accordance with the Documentation for a period of: (a) thirty (30) days for evaluation version and (b) ninety (90) days for registered version from the date of receipt. Subject to section 3 above, Leaning Barn Software will make commercially reasonable efforts to correct any failure to perform in accordance with the Documentation. **DISCLAIMER OF WARRANTY & LIMIT OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ABOVE LIMITED WARRANTY IS GIVEN IN LIEU OF AND LEANING BARN SOFTWARE FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT SHALL LEANING BARN SOFTWARE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, SERVICE INTERRUPTION, LOSS OF INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SOFTWARE OR DOCUMENTATION, EVEN IF LEANING BARN SOFTWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LEANING BARN SOFTWARE'S TOTAL LIABILITY FOR ANY DIRECT DAMAGES SHALL NOT EXCEED THE AMOUNT PAID FOR THE SOFTWARE OR FIVE DOLLARS (\$5.00), WHICHEVER IS HIGHER. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION(S) MAY NOT APPLY TO YOU.**

## 7. INDEMNIFICATION

The Software is not intended to replace the skill and judgment of a qualified legal practitioner and should only be used by people that have been appropriately trained in the Software's functions, capabilities and limitations. You agree to hold harmless, indemnify and defend Leaning Barn Software, LLC, its suppliers, officers, directors and

employees, from and against any losses, damages, fines and expenses (including attorneys' fees and costs) arising out of or relating to your use of the Software. THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SOFTWARE AND DOCUMENTATION REMAINS WITH YOU.

## 8. TERMINATION

This Agreement will automatically terminate at the end of the license or subscription period or if you fail to comply with any term hereof including failure to make any required payment when due. No notice shall be required from Leaning Barn Software to effect such termination.

## 9. EXPORT RESTRICTION

The Software and Documentation or parts thereof, may be subject to the limitations on transfer imposed by the United States' Export Administration Act of 1979 as amended. You agree that you will not, and will not assist or permit others under your control and direction to, export the software or documentation or any part thereof, in contravention of these laws or the related rules and regulations.

## 10. MISCELLANEOUS

This Agreement shall constitute the complete and exclusive agreement between the Parties, notwithstanding any variance with any other written instrument submitted by you, whether formally rejected by Leaning Barn Software or not. The terms and conditions contained in this Agreement may not be modified except in a writing duly signed by you and an authorized representative of Leaning Barn Software, LLC. This Agreement is personal to you, and may not be assigned without Leaning Barn Software's, express written consent. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof under all circumstances. The parties specifically acknowledge and agree that this Agreement be drafted and fully enforceable as written in the English language. This Agreement shall be governed by the laws of the State of Massachusetts, United States of America, without regard to conflicts of law provisions, and you hereby consent to the exclusive jurisdiction of the courts sitting in Franklin County, Massachusetts, United States of America. Your remedies in this Agreement are exclusive. Any claim brought by you must be brought within one year of the date the cause of action has accrued or be forever waived. To the extent that you have breached or have indicated your intention to breach this Agreement in any manner which violates or may violate Leaning Barn Software's intellectual property rights, or may cause continuing or irreparable harm to Leaning Barn Software (including, but not limited to, any breach that may impact Leaning Barn Software's intellectual property rights, or a breach by reverse engineering), Leaning Barn Software may seek injunctive relief, or any other appropriate relief, in any court of competent jurisdiction. This Agreement will not be governed by the

United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.