

MYCASEINFO® SERVICE AGREEMENT

The MYCASEINFO SERVICE AGREEMENT (“the Agreement”) governs your use of and access to MyCaseInfo®, a service of Best Case, LLC (“the Company”) and its parent company, Bankruptcy Management Solutions, Inc. d/b/a Stretto (“STRETTO”). The MyCaseInfo service is available exclusively to those attorneys who have an active and current Best Case Bankruptcy® software license and who agree to be bound by this Agreement.

1. DEFINITIONS. For purposes of this Agreement, the following terms have the meanings provided below:

“MyCaseInfo” means the internet-based service that allows a consumer debtor to fill in information related to his/her debts and creditors, securely and temporarily saves the information, and makes the information available for import into the Best Case Bankruptcy® software licensed to the debtor’s bankruptcy attorney.

“Software” means the Best Case Bankruptcy® software.

“Service” means the MyCaseInfo service.

“Site” means <https://www.mycaseinfo.com>.

“Debtor” means a consumer who, at the invitation of his/her attorney, visits the Site and enters information on his/her debts and creditors.

“Content” means the Debtor’s information as collected by the Service and temporarily stored by the Company.

“Online Interview” means the formatted version of the Content that the Company makes available to the User.

“User” means you, an attorney or employee of an attorney who has an active and current Software license.

2. RIGHT TO USE. Company grants to User the nonexclusive right to use the Service and Content in accordance with this Agreement and any user documentation provided online. User agrees to use the Service and Content solely for the investigation and preparation of a consumer bankruptcy case for the Debtor who provided the Content. User agrees to refrain from reselling or sharing the Service or Content or offering the use of MyCaseInfo as part of a service bureau, time-sharing, or other similar arrangement.

3. USER ID AND PASSWORD PROTECTION. Only an individual to whom Company has assigned an individual User ID and password may access the Service or any Content. User shall maintain as personal and confidential the Company-assigned unique USER ID and password for the Service. User agrees to refrain from transferring or sharing the Company-assigned unique USER ID or from revealing the activating password to any unauthorized person. Any violation of the foregoing shall result in an immediate termination of such User's access rights to the Service and Content as well as liability to Company for all damages resulting from such breach. It is User's sole responsibility to protect the USER ID and activating password from unauthorized use. User will be responsible for any charges to User's USER ID except when due to Company's error.

4. USAGE FEES AND BILLING. User must have a valid credit card on file with Company. For each Online Interview downloaded by User, User will be charged a fee of EIGHT DOLLARS (\$8.00), or the then-current price. Downloads will be aggregated, and User's credit card will be charged once a month.

5. PRIVACY. [STRETTO's Privacy Policy](#) explains how Company treats Users' personal data when Users use the Software, the Service and/or other products and services offered by Company or STRETTO. By using the Software and the Service, you agree that Company and STRETTO can use your data in accordance with the STRETTO Privacy Policy.

6. COMPANY RESERVATION OF RIGHTS. Company reserves all rights not expressly granted to the User, including, but not limited to the right to alter, modify, update, enhance or improve the Service. Nonetheless, on behalf of the User, the Company agrees to use its commercially reasonable efforts to safeguard Content from disclosure to any third party. In the event that Company should be requested or required (as by subpoena, civil investigative demand or similar process) to disclose any Content gathered by the Service, the Company will promptly notify the User to permit it to seek a protective order or to take other appropriate action.

7. TERM AND TERMINATION. This Agreement will terminate automatically without any prior notice from Company if User violates Sections 2 or 3 of this Agreement. This Agreement may be terminated by Company upon prior written notice if User fails to

comply with any other provisions of this Agreement and fails to remedy such failure within thirty (30) days of the date of such written notice. Upon termination, User shall no longer be permitted to access the Service or Content, and each USER ID shall be deactivated. Termination for any of the foregoing shall not affect Company's entitlement to any sums due hereunder. Company reserves the right to terminate for non-payment of invoices.

8. COMPANY WARRANTY AND INDEMNITY. COMPANY REPRESENTS AND WARRANTS TO USER THAT COMPANY IS AUTHORIZED TO GRANT THE SERVICE AND CONTENT USAGE RIGHTS GRANTED HEREUNDER AND THAT USER'S USE OF THE SERVICE AND CONTENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT DOES NOT AND SHALL NOT VIOLATE THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. COMPANY SHALL INDEMNIFY USER FROM ALL CLAIMS, ACTIONS, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES ARISING OUT OF ANY BREACH OF SUCH REPRESENTATION AND WARRANTY.

9. INDEMNIFICATION BY USER. Except with respect to third-party claims of intellectual property infringement for which Company has assumed responsibility under the foregoing Section 8, User shall defend, indemnify and hold harmless Company from and against any and all other claims, actions, causes of action, liabilities, damages, costs and expenses, including reasonable attorneys' fees arising out of or related to claims or actions brought or made by third parties against Company as a result of User's use or application of the Service or Content.

10. COPYRIGHT. MyCaseInfo is the valuable, confidential, copyrighted and trade secret property of Company. As between Company and User, Company owns all rights, title and interest in MyCaseInfo, including without limitation all ancillary and interface software; all current and future enhancements, modifications, revisions, new releases and updates thereof; and any derivative works based thereon as well as all documentation thereto and all copyrights, trade secrets and patents therein. Except as expressly provided hereby, copying of any portion of the Service is strictly prohibited.

11. USER RESPONSIBILITY. THE USER ASSUMES ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO THE SELECTION OF MYCASEINFO TO ACHIEVE USER'S INTENDED RESULTS. USER ASSUMES ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO ANY DECISIONS OR ADVICE MADE OR GIVEN AS A RESULT OF THE USE OR APPLICATION OF MYCASEINFO, INCLUDING THOSE TO ANY THIRD PARTY, FOR THE CONTENT, ACCURACY AND REVIEW OF SUCH RESULTS. COMPANY IS NOT ENGAGED IN RENDERING LEGAL OR OTHER PROFESSIONAL SERVICES. IF LEGAL OR OTHER EXPERT ASSISTANCE IS REQUIRED, USER SHOULD SEEK THE SERVICES OF A COMPETENT PROFESSIONAL. USER IS RESPONSIBLE FOR PROMPTLY PROVIDING COMPANY WITH ACCURATE CREDIT CARD AND BILLING CONTACT INFORMATION ANY TIME SAID INFORMATION CHANGES.

12. DISCLAIMER OF WARRANTY. BOTH THE SERVICE AND THE CONTENT ARE PROVIDED "AS IS" AND COMPANY MAKES NO WARRANTY AS TO EITHER'S USE, ACCURACY, AVAILABILITY, TIMELINESS OR COMPLETENESS. COMPANY DOES NOT AND CANNOT WARRANT USER'S RESULTS OR THAT EITHER THE SERVICE OR THE CONTENT WILL BE DELIVERED TO USER IN AN UNINTERRUPTED OR ERROR FREE MANNER. EXCEPT AS PROVIDED UNDER SECTION 8 ABOVE, COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY AS TO PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

13. LIMITATION OF COMPANY'S LIABILITY. In no event will Company be liable to User whether in contract, tort or otherwise, for any loss, liability, cost, damage or other injury of any kind whatsoever, including any consequential, incidental or special damages, including any lost profits or lost savings, even if Company has been advised of the possibility of such damages. In addition, Company shall not be liable for claims by any third party except when such claim is based upon infringement of its intellectual property rights. In addition, the limitation of liability shall not apply to limit the expenses or costs that may be directly incurred by User and reimbursable by Company in accordance with the obligations of Company under Section 8 above. IN ALL OTHER RESPECTS, COMPANY'S ENTIRE LIABILITY AND USER'S SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL OTHER CAUSES, AND REGARDLESS OF THE FORM OF ACTION, INCLUDING NEGLIGENCE, SHALL NOT EXCEED THE FEES PAID FOR THE SERVICE OR ACTIVITY THAT IS PRINCIPALLY ALLEGED TO GIVE RISE TO SUCH LIABILITY.

14. FORCE MAJEURE. Performance by Company hereunder is subject to interruption and delay due to causes beyond its reasonable control such as acts of God, acts of any government, war or other hostilities, the elements, fire, explosion, power failure, telecommunications failure, industrial or labor dispute, inability to obtain supplies and the like, or breakdown of equipment or any other causes beyond Company's control.

15. GENERAL. This Agreement will be governed by the laws of the State of Ohio, excluding the application of its conflicts of law rules. The United Nations Convention on Contracts for the International Sale of Goods will not govern this agreement, the application of which is expressly excluded. No action arising under this Agreement may be brought by either party more than one

year after the cause of action has accrued. The User and the Company hereby consent to the exclusive jurisdiction of the Federal and State Courts located in Montgomery County, State of Ohio and irrevocably agrees that all actions or proceedings relating to this Agreement shall be litigated in such courts and each party waives any objection which it may have based on lack of personal jurisdiction, improper venue or forum non conveniens to the conduct of any proceeding in any such court and waives personal service of any and all process upon them and consents that all such service of process be made as proved below for the giving of notice. Any notice required under this agreement shall be effective upon mailing by certified mail, return receipt requested, or via facsimile transmission sent to the address or facsimile telephone of the respective party. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. This Agreement may only be modified in writing signed by an authorized representative of Company.

16. ENTIRE AGREEMENT. This Agreement contains the entire Agreement between you and Company with respect to the Service and the Content, and supersedes any prior statements or written or oral Agreements with respect thereto.

Accepted by

User Signature: _____

User Name: _____

User Title: _____

User Law Firm: _____

Best Case Serial Number: _____

Acceptance Date: _____

Attorney Name (if different from User): _____

Attorney Email: _____