

MOKASOFT, LLC
SENTENCING GUIDELINES CALCULATOR FOR MICHIGAN
SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (the “*Agreement*”) is made effective the day Software User clicks the “I Agree” field on sentencingguidelinescalculator.com, the date and time of which is electronically recorded by Mokasoftware (the “*Effective Date*”), by and between Mokasoftware, LLC a Michigan limited liability company, with its principal place of business at 4468 Oakwood Drive, Okemos, Michigan 48864 (“*Mokasoftware*”), and the user of Mokasoftware’s Sentencing Guidelines Calculator for Michigan (“Software User”):

Additional user licenses purchased by Software User are subject to the terms and conditions of this Agreement unless mutually agreed otherwise in writing by the parties.

SOFTWARE USER HAS READ AND AGREES TO BE LEGALLY BOUND BY ALL OF THE FOLLOWING TERMS AND CONDITIONS, ALL OF WHICH ARE INCORPORATED FULLY INTO THIS AGREEMENT.

TERMS AND CONDITIONS

A. Grant and Scope of License

1. Subject to the terms and conditions of this Agreement, MOKASOFT hereby grants Software User a non-exclusive, non-transferable license for the term of this Agreement (“*License*”) to (i) run the software product, Sentencing Guidelines Calculator for Michigan, as well as any updates, upgrades, bug fixes and patches thereto provided by MOKASOFT (collectively, the “*Product*”), and (ii) use the related documentation (the “*Documentation*”) in connection with Software User’s authorized use of the Product. (The Product and the Documentation are collectively referred to in this Agreement as the “*Licensed Product*”). As used in this Agreement, “*run*” means to copy, install, use, access, display, run, and otherwise interact with the Product in their intended manner. Software User acknowledges and agrees that, from time to time, MOKASOFT may, in its sole discretion, amend and alter the Documentation for the Product, and Software User agrees to comply any such amendments or alterations.

2. The Licensed Product may be used by Authorized Users only, and are provided for Software User’s internal business purposes only to be used in conjunction with Software User’s operation as licensed by MOKASOFT. Use of the Licensed Product by Software User is further limited to the number of Authorized Users, specified processing devices, or such other capacity limitations as determined by MOKASOFT from time to time, in MOKASOFT’S sole and absolute discretion. The Licensed Product may not be used for the benefit of any third parties not authorized herein. For purposes of this Agreement “*Authorized Users*” means the employees of Software User authorized by Software User to use the Licensed Product for which Software User has notified MOKASOFT in writing.

3. Software User may use the Licensed Product to the extent necessary to exercise the rights granted in this Agreement. Software User is expressly prohibited from making copies of the Licensed Product.

4. Software User shall not sell, rent, lease, lend, sublicense, distribute or otherwise transfer or provide access to the Licensed Product (or any part thereof) to any person, firm or entity except as expressly authorized herein. Software User shall not disclose the results of any benchmark or other performance tests relating to the Licensed Product to any third party without MOKASOFT’s prior written consent. Software User may use the sentencing results generated by the Licensed

Product. Software User agrees that MOKASOFT is not responsible or liable for any inaccuracies in the sentencing results generated by the Licensed Product and that Software User uses the Licensed Product and sentencing results generated by the Licensed Product at its own risk.

5. The Licensed Product is provided as a finished executable software application, as well as access to the databases used in connection with the software application. Software User shall not (and shall not permit any other party to) translate, decompile, or create or attempt to create, by reverse engineering or otherwise, the source code from the application supplied hereunder, except to the minimum extent expressly permitted by applicable law despite this limitation. The Licensed Product may not be merged, adapted or modified in any way, and no derivative work may be created therefrom. Portions of the Licensed Product may not be used independently of the Licensed Product.

6. Software User shall not avoid, circumvent or disable any security device, procedure, protocol, or mechanism that MOKASOFT may include, require, or establish with respect to the Licensed Product.

7. Software User shall not delete, alter, cover or distort any copyright, trademark or other proprietary rights notice placed by MOKASOFT on or in the Licensed Product, and shall ensure that all such notices are reproduced on all copies of the Licensed Product.

8. Software User acknowledges and agrees that this is a license agreement and not an agreement for sale. As such, MOKASOFT assigns no copyrights. As between the parties, all rights, title and interest in and to the Licensed Product, including all updates, upgrades, bug fixes, modifications, enhancements and new versions of the Licensed Product, and all worldwide Intellectual Property Rights that are embodied in, related to or represented by the Licensed Product are, and at all times will be, the sole and exclusive property of MOKASOFT or its licensors, as the case may be. The term “*Intellectual Property Rights*” means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, including, without limitation, moral rights and similar rights. In the event that, for any reason, the Software User is deemed to own Intellectual Property Rights in the Licensed Product, then Software User

does hereby irrevocably assign to MOKASOFT all rights, title and interest in such Intellectual Property Rights and agrees to execute all documents necessary to cause ownership of such Intellectual Property Rights to vest in MOKASOFT, including but not limited to such documents as MOKASOFT reasonably requests to enable MOKASOFT to obtain appropriate registrations of the Intellectual Property Rights.

9. All rights not expressly granted in this Agreement are reserved to MOKASOFT.

10. On MOKASOFT's written request, but not more frequently than annually, Software User will furnish MOKASOFT with a signed statement verifying that the Licensed Product are being used in full compliance with the provisions of this Agreement.

B. Fees

1. Software User shall pay to MOKASOFT a software licensing fee in accordance with the fee structure set forth below, which amount may be increased from time to time by MOKASOFT in MOKASOFT's discretion, provided, however, that no software licensing fee increase shall become effective until written notice of the increase is provided to Software User by MOKASOFT. Notice of a software licensing fee increase may be provided upon the execution of a new license agreement or by written notice to the Software User. The monthly fee for the Initial Term must be paid by credit card or pre-authorized electronic funds transfer on the Effective Date of this Agreement. The monthly fee for any Renewal Term must be paid by credit card or pre-authorized electronic funds transfer on the first day of each month. Software User shall promptly execute and deliver to MOKASOFT appropriate pre-authorized check forms, credit card information (or such other instruments or drafts that MOKASOFT's bank requires) payable against Software User's account, so that MOKASOFT may electronically collect (draft on Software User's account by electronic withdrawal or charge Software User's credit card) the software license fee and other charges due under this Agreement. Any unpaid software license fee or other amounts past due will bear interest at the rate of 18% per annum or the maximum rate permitted by law, whichever is less. Software User shall pay MOKASOFT for any and all costs MOKASOFT incurs in collecting any unpaid and past due software license fee, including without limitation, reasonable attorneys' fees. MOKASOFT also reserves the rights to increase the fee to account for enhancements to the Licensed Product.

2. Software User shall purchase all updates, upgrades, bug fixes and patches (collectively "Upgrades") from MOKASOFT within 30 days of the introduction of such Upgrades and implement such Upgrades immediate thereafter.

3. Software User agrees to pay all current and future sales, use, transfer value-added (VAT) and other taxes and duties, whether state, federal, national or international, however designated, including value added taxes and similar taxes, which are levied or imposed because of the transactions contemplated by this Agreement (collectively, "**Taxes**"). Software User agrees to promptly reimburse MOKASOFT for any Taxes paid by it.

4. Software User expressly agrees to pay a software licensing fee in accordance with the fee structure set forth

below. All software license fees are fully earned when paid and are not refundable for any reason.

- Free Starter Package - Includes 5-day free trial access to unlimited sentences for one (1) Software User. Software User's access to the Licensed Product will terminate immediately upon expiration of the 5-day trial period. Software User is expressly prohibited from registering for consecutive free trials using the same or different e-mail or IP address. In the event any Software User, its agent, employee, or affiliate attempts to register for consecutive free trials, MOKASOFT reserves the right to terminate the User's account in its sole and absolute discretion, without notice.

- Single Package - Includes monthly access to unlimited sentences for one (1) Software User. Software User shall pay a software licensing fee of ten dollars (\$10.00) per month for the Single Package.

- Pair Package - Includes monthly access to unlimited sentences for one (1) Software User and one (1) additional Authorized User. Software User shall pay a software licensing fee of eighteen dollars (\$18.00) per month for the Pair Package.

- Small Group Package - Includes monthly access to unlimited sentences for one (1) Software User and up to four (4) additional Authorized Users. Software User shall pay a software licensing fee of forty dollars (\$40.00) per month for the Small Group Package.

- Large Group Package - Includes monthly access to unlimited sentences for one (1) Software User and up to twenty-four (24) additional Authorized Users. Software User shall pay a software licensing fee of one hundred fifty dollars (\$150.00) per month for the Large Group Package.

C. Confidentiality

1. Software User acknowledges and agrees that the Licensed Product contain confidential information and proprietary trade secrets of MOKASOFT which have been developed or acquired by MOKASOFT through the expenditure of substantial time and money (collectively, the "**MOKASOFT Confidential Information**"). Software User shall hold the MOKASOFT Confidential Information in strict confidence, and shall not (nor permit any party to) use, sell, lease, transfer, publish, disclose or otherwise make available any portion of the MOKASOFT Confidential Information to others, except as expressly authorized in this Agreement or as necessary to perform this Agreement. Software User shall use reasonable efforts to assist MOKASOFT in identifying and preventing any unauthorized use, copying or disclosure of the MOKASOFT Confidential Information.

2. The restrictions on disclosure set forth in Section C(1), above, shall not apply when, and to the extent that, such information: (i) is, at the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party; (ii) is made available to the general public by a third party who is lawfully in possession of such information, not as a result of any act or failure to act on the part of the receiving party or a breach of a confidentiality

obligation to the disclosing party; (iii) was previously known to the receiving party free of any obligation to keep it confidential; (iv) is subsequently disclosed to the receiving party free of any obligation to keep it confidential; (v) is independently developed by the receiving party without regard to any MOKASOFT Confidential Information; or (vi) is disclosed pursuant to the lawful requirements of a court, governmental agency or authority, or by operation of law.

D. Term and Termination

1. The initial term (the “*Initial Term*”) of this Agreement shall commence on the Effective Date and continue therefrom for the period of one (1) month, which shall thereafter automatically renew for successive one month terms (“*Renewal Terms*”) unless terminated in accordance with this Agreement or if either party gives written notice to the other of its intent not to renew this Agreement at least thirty (30) days prior to expiration of the Initial Term or a Renewal Term, as applicable. The Initial Term and all Renewal Terms are collectively referred to as the “Term.”

2. Either party may terminate this Agreement by providing written notice of termination to the other party if such other party fails to comply with any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days after the non-breaching party gives the breaching party written notice of the breach. For example, and not by way of limitation, MOKASOFT may terminate this Agreement if Software User exceeds the number of Authorized Users or fails to implement any amendment or alteration to the Documentation or Licensed Product.

3. In addition to the foregoing, either party may terminate this Agreement if the other becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceedings under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated its business voluntarily or otherwise, and same has not been discharged or terminated within forty-five (45) days.

4. Immediately upon any termination of this Agreement, the Software User shall: (i) cease all use of the Licensed Product; (ii) return to MOKASOFT all copies of the Licensed Product and any other MOKASOFT Confidential Information or proprietary materials of MOKASOFT in its possession; and (iii) certify in writing Software User’s compliance with (i) and (ii), above.

E. Warranties and Disclaimer; Limitation of Liability; Verification; Indemnification

1. **SOFTWARE USER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE LICENSED PRODUCT AND ANY SERVICES PERFORMED BY OR ACCESSED THROUGH THE LICENSED PRODUCT IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH SOFTWARE USER.**

2. **SOFTWARE USER EXPRESSLY ACKNOWLEDGES THAT THE LICENSED PRODUCT AND SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. MOKASOFT EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT IN RELATION TO THE LICENSED PRODUCT.**

3. **IN NO EVENT SHALL MOKASOFT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE INCURRED BY SOFTWARE USER OR ANY THIRD PARTY, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, MOKASOFT’S TOTAL LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT FOR ANY REASON SHALL BE LIMITED TO DIRECT DAMAGES UP TO THE TOTAL AMOUNT OF FEES PAID HEREUNDER. THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE AND OTHER TORTS. IN NO EVENT WILL MOKASOFT BE LIABLE FOR LOSS OF PROFITS, DATA, OR BUSINESS OPPORTUNITY, ARISING FROM OR RELATED TO THIS AGREEMENT.**

4. **YOU AGREE THAT YOU WILL HOLD HARMLESS, DEFEND, AND INDEMNIFY MOKASOFT, INCLUDING ITS MEMBERS, EMPLOYEES, AGENTS, AFFILIATES, DIRECTORS, OFFICERS, AND BOARD MEMBERS, FROM AND AGAINST ALL CLAIMS, DAMAGES, LIABILITIES, PENALTIES, COSTS, AND JUDGMENTS, INCLUDING ATTORNEYS’ FEES, THAT ARISE OUT OF OR IN CONNECTION WITH YOUR USE OF THE LICENSED PRODUCT (INCLUDING, WITHOUT LIMITATION, ANY PURCHASE MADE THEREIN), YOUR VIOLATION OF A TERM OR PROVISION OF THIS AGREEMENT OR YOUR VIOLATION OF THE RIGHTS OF A THIRD PARTY. YOU AGREE THAT YOUR OBLIGATION TO HOLD HARMLESS, DEFEND, AND INDEMNIFY MOKASOFT WILL SURVIVE THE TERMINATION OR FAILURE OF THIS AGREEMENT AND YOUR USE OF THE LICENSED PRODUCT. YOUR OBLIGATION TO DEFEND MOKASOFT UNDER THE TERMS OF THIS AGREEMENT WILL NOT PROVIDE YOU WITH THE RIGHT TO CONTROL MOKASOFT’S DEFENSE, AND MOKASOFT RESERVES THE RIGHT TO CONTROL ITS DEFENSE REGARDLESS OF YOUR CONTRACTUAL REQUIREMENT TO DEFEND MOKASOFT.**

4. MOKASOFT has the right to verify Software User’s compliance, at MOKASOFT’s expense, during the Term of this Agreement. To do so, MOKASOFT may engage an independent expert from a nationally recognized firm. Verification will take place upon not less than three (3) business days’ notice, during normal business hours and in a

manner that does not interfere unreasonably with normal business operations. As an alternative, MOKASOFT may require Software User to complete a self-audit questionnaire on behalf of Software User in a form MOKASOFT provides. If verification or self-audit reveals unlicensed use of the Licensed Product, Software User must promptly order sufficient licenses to permit all software usage disclosed. If unlicensed use is found, Software User must also reimburse MOKASOFT for the costs incurred in verification. MOKASOFT will use any information obtained in connection with compliance verification only to enforce MOKASOFT's rights and to determine whether Software User is properly licensed for the Licensed Product Software User is running and that Software User is otherwise in compliance with the terms of this Agreement.

F. General

1. The failure of either party to require performance of any part of this Agreement shall not be deemed a waiver of any present or future right.

2. Modifications of this Agreement shall be binding only if in writing and signed by authorized representatives of both parties. This Agreement contains the parties' entire agreement and understanding with respect to the matters covered hereby, and it supersedes all prior oral and written agreements and understandings with respect to such matters.

3. If any provision of this Agreement is held invalid, illegal or unenforceable, all other provisions contained in this Agreement will remain in effect. If any provision of this Agreement is held to be excessively broad as to duration, geographical scope, activity or subject, it is to be construed by limiting and reducing it so as to be enforceable under and consistent with applicable law.

4. Software User may not assign this Agreement (or the License).

5. Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any event, such as an act of God, or any government or any governmental body, acts of the common enemy, the elements, strikes or labor disputes, or other similar or dissimilar causes force majeure beyond the reasonable control of such party. Notwithstanding the foregoing, this provision shall not excuse any delay or failure to make any payment required to be made under this Agreement.

6. All notices, including notices of address changes, required to be sent hereunder shall be in writing and shall be given in person, by certified mail, return receipt requested, by reputable overnight courier, facsimile or electronic mail to

If to MOKASOFT:

Mokasoft, LLC
Attn: Joseph Kattelus
4468 Oakwood Drive
Okemos, Michigan 48864
Email: joe@mokasoft.com

If to Software User: Notice shall be sent to Software User's address first provided above.

7. This Agreement may be (i) executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same document; and (ii) executed by facsimile signature by any party hereto and such signature shall be deemed binding for all purposes hereof, without delivery of an original signature being thereafter required.

8. This Agreement is expressly made subject to any export laws, regulations, orders or other restrictions imposed by the United States or by any other government entity on the Licensed Product or of information relating to the foregoing. Notwithstanding any other provision to the contrary, Software User shall not import, export or re-export the Licensed Product or any information pertaining thereto, directly or indirectly, to any country to which such import, export or re-export is restricted or prohibited, or as to which such government or any agency thereof requires an export license or other governmental approval at the time of import, export or re-export without first obtaining such license or approval. Software User further agrees that the Licensed Product will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States export administration act or any other export laws, restrictions or regulation

9. Sections A, C, and E shall survive the termination of this Agreement for any reason.

10. This Agreement shall be governed by and construed in accordance with the substantive laws of the state of Michigan and the exclusive venue for all claims arising hereunder shall be the state or federal courts in Ingham County, Michigan.

In witness whereof:

MOKASOFT, LLC

By: _____

Its: _____

Witness

SOFTWARE USER

By: _____

Its: _____

Witness

