

## End User License Agreement

This End User License Agreement is a contract between you and us, WIN BEFORE TRIAL, for your use of the WIN BEFORE TRIAL Case Valuation Toolkit and any related software. In this document “We” or “WBT” means WIN BEFORE TRIAL, its successors, or assigns.

Please read this agreement carefully. It contains important terms that affect you and your use of the Software.

**By installing, copying, or using the Software, you agree to be bound by the terms of this agreement, including the disclaimers.**

**If you do not agree to these terms, do not install, copy, or use the Software.**

### 1. Software License

1.1. **Definition of Software.** In this agreement, "Software" means the software described in Schedule A.

1.2. **Grant of License.** WIN BEFORE Trial grants you a limited, non-transferable, royalty-free license to use the Software in accordance with the terms of this agreement.

### 2. Terms of License

2.1. **Permitted Uses.** You may install and use the number of copies that you have purchased or been granted a license for solely for your internal business use.

#### 2.2. Restricted Uses

(a) **No Distribution, etc.** You may not distribute, license, loan, or sell the Software or any other content that is contained or displayed in it.

(b) **No Modification.** You may not modify, alter, or create any derivative version of or works from the Software.

(c) **No Reverse Engineering.** You may not reverse engineer, decompile, decode, decrypt, disassemble, or derive any source code from the Software.

(d) **Proprietary Notices.** You may not remove, alter, or obscure any copyright, trademark, or other proprietary rights notice on or in the Software.

3. **Support.** We will provide you with the following support and services free of charge for a period of twelve (12) months following the Effective Date, and thereafter at our then-standard rates:

3.1. **Email Support.** We will attempt to respond, during our normal business hours, to technical questions that you email to us within a reasonable period of time.

3.2. **Patches and Fixes.** We will attempt to correct issues identified in the Software by providing patches and fixes.

3.3. **Upgrades.** We will attempt to distribute Software upgrades on a regular basis.

## 4. Fees

4.1. **Payment of Fees.** You will pay us the Software license and applicable support fees in full no later than Fifteen (15) days after the date of our invoice.

4.2. **No Refunds.** The fees are non-refundable.

4.3. **Taxes, etc.** Our fees do not include any taxes, import or export fees, duties, or similar charges, all of which are your responsibility.

4.4. **Late Fees.** You will pay a late fee on any overdue payments overdue payments calculated at the rate of 1% per month (12.68% per year) or the highest rate allowable under law, whichever is less.

5. **Term.** This agreement is effective upon installation (the "Effective Date") and will continue until terminated in accordance with the terms of this agreement.

## 6. Warranties

### 6.1. No Warranties

(a) **"As Is."** We provide the Software and its content "as is," with all its faults, defects, and errors, and without any warranty.

(b) **Defects.** We do not promise that it will be free of bugs, errors, viruses, or other defects. We will not be liable for your use of or inability to use the Software, its content, or any associated service.

6.2. **Disclaimer of All Other Warranties.** We are not making any other express or implied warranties (including any implied warranties of title, non-infringement, quiet enjoyment, merchantability, or fitness for a particular purpose).

## 7. Acknowledgements

7.1. **Ownership of Software.** We or our suppliers own the Software and all intellectual property rights in and to it.

7.2. **Third Party Software.** The Software may now or later contain third party software that requires notices or additional terms. If so, those notices and additional terms are and will be located on our website at [www.winbeforetrial.com](http://www.winbeforetrial.com) and are incorporated by reference into this agreement.

7.3. **Consent to Use of Data.** You agree that we and our affiliates may collect and use technical information gathered as part of our support services. We may use this information, but only to improve our products and services. We will not disclose this information in a form that personally identifies you.

7.4. **Government Users.** If the Software and related documentation are supplied to or purchased by or on behalf of the United States Government, then the Software is deemed to be "commercial software," as that term is used in the Federal Acquisition Regulation system. Rights of the United States will not exceed the minimum rights set forth in FAR 52.227-19 for "restricted computer software." All other terms of this agreement apply.

8. **Compliance with Laws.** You must comply with all applicable laws and regulations (including those relating to the import and export of software).

9. **Limitation of Liability.** Neither party will be liable for breach-of-contract damages that the breaching party could not reasonably have foreseen on entering into this agreement.

## 10. Termination

10.1. **Termination by Us.** We may terminate this agreement upon Thirty (30) days' prior written notice to you.

10.2. **Termination by You.** You may terminate this agreement by

- (a) permanently destroying all copies of the Software in your possession or control,
- (b) removing the Software from any hard drive on which it is installed, and
- (c) giving us Notice certifying that you have taken these steps.

## 11. General

11.1. **Entire Agreement.** This agreement contains all the terms between by the parties relating to its subject matter. It replaces all previous discussions, understandings, and agreements.

11.2. **Amendment.** We may amend this agreement on one or more occasions by posting amendments to our website. If you do not accept amendments to this agreement, then this license will immediately and automatically terminate.

11.3. **Assignment.** You may not assign this agreement or any of your rights under it. We may assign this agreement or any of our rights at any time without notice or the need for or your consent.

11.4. **Severability.** If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

11.5. **Waiver.** A party's failure or neglect to enforce any of rights under this agreement will not be deemed to be a waiver of that party's rights.

11.6. **Notices.** We may deliver any notice required by this agreement via pop-up window, dialog box, or other on-screen device, even though you may not receive the notice until you next launch the Software. Any such notice will be deemed delivered on the date we first make it available through the Software.

11.7. **Governing Law.** This Agreement will be governed and construed in accordance with the laws of the State of Vermont, without regard to its conflict of laws rules.

11.8. **Waiver of Jury Trial.** Each party irrevocably waives its rights to trial by jury in any action or proceeding arising out of or relating to this agreement or the transactions relating to its subject matter.

11.9. **Headings.** The headings used in this agreement and its division into sections, schedules, and other subdivisions do not affect its interpretation.

This agreement goes into effect automatically and does not require a signature by either party.

WIN BEFORE TRIAL

Date July 25, 2016

## **Schedule A**

### Description of the Software

The Software covered by this End User License Agreement is every software product developed or distributed by WIN BEFORE TRIAL, including without limitation, software created by third parties such as Digitory Legal, every module of the Case Value & Risk Analyzer, every version of the Liability Assessment Tool, Estimated Damages Tool, The Mediator's Assistant, The 30-Minute Case Evaluator, and any ancillary software developed as part of the WIN BEFORE Trial Case Assessment System.

The collection of software covered by this End User License Agreement may change from time to time. "The Software" means all versions made available through this license to end users now and at any time in the future.