



## Terms of Service

TimeSolv Corporation, a Minnesota corporation ("TimeSolv") provides internet-hosted time, billing, and project management software and "Outsourced Legal Billing" services (collectively, the "Services"). In order to use or access the Services, you must agree to the following Terms of Service ("TOS"). **Accepting the TOS creates a binding contract between TimeSolv and you.**

From time to time, TimeSolv may amend these TOS ("Amended TOS"). In addition, TimeSolv may provide guidelines, policies, rules or additional terms (collectively, "Additional TOS") applicable to particular Services. TimeSolv will communicate Amended TOS and Additional TOS by direct communication with you or posting on this site, at which time the Amended TOS and Additional TOS will be incorporated by reference into these TOS. Your continued use of or access to the Services, and/or failure to close your browser when such notices become available to you, constitutes your acceptance of Amended TOS and Additional TOS.

### 1. DESCRIPTION OF SERVICES

The Services include a) internet-hosted online time and expense entry, bill presentment and bill payment applications; b) professional information and news; c) TimeSolv's proprietary "Outsourced Legal Billing" service; and d) such additional and ancillary services and products which may become available on TimeSolv's website. TimeSolv may change Services features and functionality at any time and from time to time, with or without notice. Notice of significant changes will be posted on the TimeSolv website, which you agree to review periodically. You agree that TimeSolv shall not be liable to you or any third party for any modification of the Services.

### 2. WHAT YOU MUST DO TO USE THE SERVICES

In order to use or access the Services, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. You must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. You must accept these TOS.

In addition, you must: (a) provide true, accurate, current and complete information about yourself as prompted by any of the Services' registration forms and payment authorization forms, and (b) maintain and promptly update such registration and payment authorization information to keep it true, accurate, current and complete.

You warrant and represent that you will use the Services only in compliance with applicable law and these TOS. Without limiting the foregoing, you warrant that you have all requisite authority to use and store any confidential or personally identifiable information which you or your authorized users may provide, store or upload to TimeSolv when using or accessing the Services.

Users of TimeSolv's Outsourced Legal Billing service agree to carefully review and approve, prior to authorizing the issuance of billing invoices, any modifications or additions to billing entries made by TimeSolv personnel as well as the invoices themselves.

### 3. YOUR OBLIGATION TO PAY FEES

You agree to pay all subscription, service and use fees, if any, that TimeSolv charges you for any of the Services. Such fees will be posted on TimeSolv's website and may be changed by TimeSolv at any time and from time to time by providing you with 30 days prior notice. You agree to pay all costs (including attorneys' fees), if any, incurred by TimeSolv in collecting overdue fees from you, and to pay a late charge on any overdue fees at a rate equal to the lesser of 1.5% per month or the maximum allowed under applicable law. You also agree to pay all foreign, federal, state and local taxes applicable to your access, use or receipt of the Services. TimeSolv may, at its option, include such taxes in the fees charged to you, in which event you shall pay such taxes to TimeSolv.

TimeSolv will not issue invoices or bills to you. You hereby authorize TimeSolv to charge fees, on a monthly basis, directly to your credit card or debit your checking account. Before you can complete enrollment and gain access to the Services, you must complete the payment authorization form. Each time you use the Services, you reaffirm your authorization to TimeSolv to charge your credit card or withdraw funds from your account.

### 4. ACCESS, PASSWORDS AND SECURITY

You choose, in your sole discretion, authorized users of your account and you provide and assign usernames and passwords to any such users. In issuing usernames and passwords you accept full responsibility for safeguarding your account and protecting it from unauthorized access, including without limitation, terminating the access of those parties whom you no longer wish to have access to your account, e.g., terminated employees. You agree to inform each authorized user that, as your agent, each is bound by these TOS, as the same may be amended and supplemented from time to time.

You agree to immediately notify TimeSolv if you become aware of any loss or theft or unauthorized use of any of your user name(s), password(s), and/or other personal or company identification numbers that may be assigned to you by TimeSolv, billing data, registration information or payment authorization information.

TimeSolv agrees to exercise reasonable care to prevent any unauthorized person or entity from gaining access to your registration information, payment authorization information, billing data, user name(s), password(s) and any other personal or company identification numbers that may be assigned to you by TimeSolv. The security of your information and data may be maintained through the use of data encryption, data security protocols, passwords and other methods which TimeSolv may employ, or which TimeSolv may suggest or require that you employ from time to time. Personnel handling accounts for users of TimeSolv's Outsourced Legal Billing service are trained to protect the confidentiality and accuracy of data uploaded to TimeSolv and used to edit billing entries and prepare invoices. They are also contractually required to protect the confidentiality of any data to which they have access. You acknowledge and agree that TimeSolv shall not be liable for any damages incurred by you or any third party in connection with any unauthorized access to or disclosure of such information or data resulting

from your actions or from your failure to act, or the actions or failure to act of a third party, or the failure of electronic or other security measures.

In order to protect the confidentiality of such information, you agree to use software produced by third parties, including, but not limited to, "browser" software that supports a data security protocol compatible with the protocol used by TimeSolv. Until notified otherwise by TimeSolv, you agree to use software that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by TimeSolv and follow TimeSolv's log-on procedures for Services that support such protocols. You acknowledge that TimeSolv is not responsible for notifying you of any upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to, the Internet.

TimeSolv will not disclose any time or billing data or other data about your clients that you enter unless compelled to do so by law. If TimeSolv is ordered to make such disclosure, TimeSolv will use its reasonable efforts both to notify you and to allow you the opportunity to oppose such disclosure. TimeSolv also will not disclose information regarding you or your account with TimeSolv. TimeSolv reserves the right, however, to disclose information about you or your account to appropriate authorities if there is a reasonable basis to believe that there is illegal activity, breach by you of the TOS or in the event of an emergency.

#### 5. STORAGE OF BILLING DATA

TimeSolv shall indefinitely retain billing data for active accounts. Data for terminated accounts will be maintained for a period of 12 months from the date of termination of the respective account. You acknowledge and agree that TimeSolv shall have no liability for the deletion or failure to store any billing data transmitted by you or by anyone else to the Services after such period.

#### 6. TIMESOLV'S PROPRIETARY RIGHTS

You acknowledge and agree that the Services and any necessary software used in connection with the Services, including without limitation TimeSolv's TimeSync™, TimeSolv Mobile, and QB Sync software that you may download in connection with your use of the Services ("Software"), contain proprietary and confidential information that is protected by applicable intellectual property and other laws. TimeSolv retains all rights in its properties worldwide. You further acknowledge and agree that content contained in sponsor advertisements or information presented to you through the Services or by advertisers is protected by copyright, trademarks, service marks, patents or other proprietary rights and laws. You agree not to modify, rent, lease, loan, distribute, copy, sell, resell or exploit for any commercial purposes, any portion of the Services, use of the Services, or access to the Services.

TimeSolv grants you a non-transferable, non-exclusive and terminable right and license to use the object code of its Software; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Software or any part thereof or otherwise attempt to discover any source code, or sell, assign, sublicense, grant a security interest in or otherwise transfer any right in or to the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including without limitation for the

purpose of obtaining unauthorized access to the Services. You agree not to access the Services by any means other than through the interface that is provided by TimeSolv for use in accessing the Services.

#### 7. TRADEMARK INFORMATION

"TimeSolv", "TimeSolv" and "WorkSolv" and the TimeSolv and WorkSolv logos and other TimeSolv trademarks, service marks, logos and product and service names that may be used in connection with the Services or the Software are trademarks of TimeSolv. You agree not to display or use the TimeSolv marks in any manner without TimeSolv's express prior written permission.

#### 8. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TIMESOLV EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOU FURTHER EXPRESSLY AGREE THAT NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TIMESOLV OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TOS AND THAT NO ACCOUNTING, FINANCIAL OR LEGAL ADVICE OR COUNSEL IS GIVEN OR SHALL BE DEEMED TO HAVE BEEN GIVEN BY TIMESOLV OR THROUGH USE OF THE SERVICES. TIMESOLV SHALL NOT BE LIABLE FOR THE ACCURACY, TRUTHFULNESS OR VALIDITY OF ANY BILLING DATA ENTERED BY YOU THROUGH THE SERVICES. YOU FURTHER ACKNOWLEDGE AND AGREE THAT, WITH RESPECT TO THE OUTSOURCED LEGAL BILLING SERVICE, IF USED BY YOU, YOU ARE SOLELY RESPONSIBILITY FOR REVIEWING ALL BILLING ENTRIES, INVOICES AND OTHER DATA ENTERED INTO, USED, GENERATED OR PUBLISHED BY OR THROUGH THE OUTSOURCED LEGAL BILLING SERVICE AND YOU AGREE TO INDMENIFY AND HOLD TIMESOLV HARMLESS FROM AND AGAINST ANY CLAIM BY YOU OR ANY THIRD PARTY ARISING FROM ERRONEOUS OR OMITTED BILLING ENTRIES, DATA OR INVOICES ENTERED INTO OR GENERATED FROM THE OUTSOURCED BILLING SERVICE.

#### 9. TEMPORARY INTERRUPTION OF THE SERVICES

From time to time, the Services may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocation, repairs and other similar activities necessary during the operation and upgrade of the Services. TimeSolv will post notice of periodic interruptions of the Services or "maintenance windows" from time to time to perform such activities and no reduction of payments will be made in the case of such temporary interruption of Services or "maintenance windows" previously posted. In the event of a temporary interruption in Services that is outside of such "maintenance windows" and is caused by a failure in TimeSolv's Software or servers or network connections, TimeSolv shall issue to you credits, to be used against future service fees, in an amount equal to the pro rata portion of any fees that may have been paid by you for the portion of the Services not furnished to you as a result of such interruption in Services, provided, however, that in no event shall TimeSolv be liable for interruption or delays in transmission or errors or defects in transmission or failure to transmit caused by causes beyond its control, including without limitation acts of God or failure of any Internet backbone provider. In no event shall TimeSolv be liable for any damages due to interruption of Services.

## 10. LIMITATION OF LIABILITY

In order to provide the Services at a reasonable cost, TimeSolv limits its liability to you and anyone claiming through you. IN NO EVENT WILL TIMESOLV BE LIABLE TO YOU OR ANYONE ELSE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE ITEM) EVEN IF TIMESOLV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. WITHOUT LIMITING THE FOREGOING, YOU AGREE THAT THE TOTAL LIABILITY OF TIMESOLV ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT OR OTHERWISE) IN ANY WAY CONNECTED WITH THE SERVICES WILL NOT EXCEED THE AMOUNT YOU PAID FOR THE SERVICES IN THE PAST SIX MONTHS. TimeSolv shall not be liable for any loss resulting from a cause over which TimeSolv does not have any direct control, including but not limited to failure of electronic or mechanical equipment or communication lines; telephone or other interconnect problems; bugs, errors, configuration problems or incompatibility of computer hardware or software; failure or unavailability of Internet access; problems with Internet service providers or other equipment or services relating to your computer; problems with intermediate computer or communications networks or facilities; problems with data transmission facilities or your telephone or telephone service; or unauthorized access, theft, operator errors, severe weather, earthquakes or labor disputes. TimeSolv is not responsible for any damage to your computer, software, modem, telephone or other property resulting from your use of the Services. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, AND ONLY TO THE EXTENT NOT ENFORCEABLE IN YOUR JURISDICTION, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## 11. INDEMNITY

You agree to defend, indemnify and hold TimeSolv harmless from and against any and all claims, losses, liability, costs and expenses (including but not limited to attorneys' fees) arising from your violation of state or federal laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of proprietary right and invasion of any privacy rights. This obligation will survive the termination of the Services.

## 12. DISCONTINUATION OF SERVICES

You agree that, upon 90 days' prior notice, TimeSolv may, in its sole discretion, terminate your user name(s), password(s), account(s) (or any part thereof) or use of the Services, for any reason, including without limitation for lack of use or if TimeSolv believes that you have violated or acted inconsistently with the letter or spirit of the TOS. TimeSolv may also, upon 90 days' prior notice, in its sole discretion and at any time, discontinue providing the Services, or any part thereof. In the event that your Services with TimeSolv terminates, TimeSolv will retain your billing data for a reasonable period and will use commercially reasonable efforts to return your billing data to you electronically, in an appropriate format selected by TimeSolv, as promptly as is reasonably possible after such termination. Further, you agree that TimeSolv shall not be liable to you or any third party for any termination of your access to the Services; provided, however, that if the termination is unrelated to your acts or omissions, TimeSolv will refund to you an amount equal to the pro rata portion of any fee that may have been paid by you for the portion of the Services not furnished to you as of the date of such termination.

### 13. DEALINGS WITH ADVERTISERS

Your correspondence and/or business dealings with, or participation in promotions of, advertisers found on or through the Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You assume any and all risk of dealing with such third parties and agree that TimeSolv shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Services.

### 14. LINKS

The Services may provide, or third parties may provide, links to other World Wide Web sites or resources. You acknowledge that TimeSolv has no control over such sites and resources and agree that TimeSolv is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that TimeSolv shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

### 15. NOTICES

Notices to you from TimeSolv may be made by either email or regular mail. The Services may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to you on the Services. You agree that any such notice shall be effective notice to you.

### 16. GENERAL PROVISIONS

These TOS, as amended and supplemented from time to time as provided herein, constitute the entire agreement between you and TimeSolv and govern your use of the Services, superseding any prior agreements between you and TimeSolv with respect to the subject matter contained in the TOS. TOS and the relationship between you and TimeSolv shall be governed by the laws of the State of Minnesota without regard to its conflict of law provisions. You and TimeSolv agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Dakota, Minnesota. The failure of TimeSolv to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred. The Section titles in the TOS are for convenience only and have no legal or contractual effect. No person or entity that is not a party to this TOS shall derive any rights whatsoever hereunder as a third party beneficiary.

**NOTICE:** Failure to accept the Terms of Service will result in denial of your access to TimeSolv's Services.

I ACCEPT THE FOREGOING TERMS OF SERVICE