

eCandidus Group

Software License Agreement

This is an agreement between <<LAW OFFICE NAME>> ("Licensee") and eCandidus Group ("Licensor"). Under this agreement Licensor will deliver a software package based on Licensor eCandidus™ Desktop for use at Licensee's offices located at:

<<STREET ADDRESS>>
<<CITY, STATE ZIP>>

Description of Work:

Licensor shall deliver to Licensee the standard eCandidus™ Desktop which has the following functionality:

Office Management

Appointment Book	Keeps track of appointments for all associates in the office
Phone Log	Keeps log of phone calls received for each associate in the office
Things To Do	Creates and maintains ticklers for all tasks assigned to each associate
Memos	Creates and maintains all inter-office memorandums

Case Management

Cases	Maintains all required information for each case file.
Writer	Allows for the creation of word processing documents, both ad-hoc and merged using a template and case file information
Forms	Allows for the creation of pre-printed forms, both ad-hoc and merged from a template and case file information.
Billing	Allows for the billing of time, units.

Document Management

Allows for the storage and retrieval of external documents, both in computer readable format and scanned images

Custom Work:

The following work will be carried out by the Licensor, and delivered to Licensee as part of this agreement:

Installation of system – Licensor shall aid in the installation of the software in computers located at Licensee's offices above.

Training – Licensor shall train Licensee's employees in the use of software. Training shall take no more than five (5) work days and shall take place at Licensee's offices listed above.

Data Conversion – Licensor shall convert Licensee current files to populate the Cases and Writer tables. Conversion results depend on viability of current data and are not guaranteed.

Support:

Licensor shall repair at its expense any problems in the software that Licensee reports to Licensor, and that is due to incorrect coding in the part of Licensor. Licensor liability shall be limited to the repair and replacement of Licensor's software.

Updates

Licensor understand that updates to the software packages after the first year will be billed at 10% of the original licensing fees.

Term:

From execution hereof Licensee has the right to use the software without any time limit.

Payment:

- (1) Upon execution of this Agreement, Licensee shall deliver to Licensor a non-refundable payment in the amount of \$<<AMOUNT>>. This amount is part of the licensing fees.

- (2) Upon delivery of software and installation, Licensee shall deliver Licensor a non-refundable payment of \$<<AMOUNT>>. This amount is part of the licensing fees.
- (3) Upon delivery of data conversion, Licensee shall deliver to Licensor a non-refundable payment in the amount of \$<<AMOUNT>>.
- (4) Upon completion of training of Licensee's associates, Licensee shall deliver to Licensor a non-refundable payment of \$<<AMOUNT>>
- (5) Upon final acceptance by Licensee of products and services, Licensee shall deliver a non-refundable payment of \$<<AMOUNT>>. This amount is part of the licensing fees.

Other Remuneration:

Licensee is expected to aid Licensor with further promotion of eCandidus™ Desktop to other law offices that conduct similar business to that of Licensee. Such aid is expected to take the form of recommendation letters and positive review to those other law offices.

End User License Agreements (EULAS):

Licensee understands that by accepting this agreement, it is also agreeing to the End User License Agreement ("EULA") between Licensor and End Users as that term is defined herein. A copy of the agreement is attached hereto as "Exhibit A".

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives the day and year first set forth below. Agreed to and Accepted By:

eCandidus Group

Licensee

Jose E. Gonzalez Jr.

Assignee

Date of Agreement

Attachment A

END USER LICENSE AGREEMENT FOR eCandidus SOFTWARE.

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "You") and eCandidus Group. ("eCandidus") for the software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "Software Product"). The Software Product also includes any software updates, add-on components, web services and/or supplements that eCandidus may provide to you or make available to you after the date you obtain Your initial copy of the Software Product to the extent that such items are not accompanied by a separate license agreement or terms of use. By installing, copying, downloading, accessing or otherwise using the Software Product, You agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software Product.

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6. APPLICABLE LAW.

This EULA is governed by the laws of the State of California. Should you have any questions concerning this EULA, or if you desire to contact eCandidus Group for any reason, please contact the eCandidus Group subsidiary serving your country, or write: eCandidus Group./1216 N. Virgil Ave/Los Angeles, CA 90029-2018.

7. LIMITED WARRANTY LIMITED WARRANTY FOR SOFTWARE PRODUCTS.

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11. ENTIRE AGREEMENT.

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