CENTER: COURTALERT.COM, Inc.
SERVICE SUBSCRIPTION AGREEMENT

Agreement made by and between CourtAlert.com, Inc., 225 Broadway, Suite 2000, New York, NY 10007 ("COURTALERT") and
_____ located at _____ ("Subscriber") in
which COURTALERT accepts Subscriber as a subscriber to the service described herein ("the Service").

1.   SUBSCRIPTION FOR ALERT SUBSCRIPTION SERVICE

The Service consists of the reporting by COURTALERT to Subscriber information about cases suggested by COURTALERT or identified to COURTALERT by Subscriber on COURTALERT's database consisting of selected records from the data downloaded or otherwise retrieved from the Civil Case Information System/NY State Office of Court Administration data, and various County Clerks computer system of new cases, calendars and judicial assignments, decisions and other selected events in selected NYS counties and papers of various types signed by judges and selected calendar information for the United States District Court for the Southern District of New York ("SDNY") (hereinafter referred to as the "Database"). Additional courts may be added to the service from time to time and are subject to the terms of this agreement set forth here within.

1.1   Term. The service shall commence upon the execution of this agreement and will remain in effect unless terminated pursuant to the provisions of this Agreement. Either party may terminate this agreement upon sixty (60) days written notice. Subscriber termination requires full payment for the service for the 60-day termination period, calculated as the average daily fee paid by Subscriber in the prior year(s), month(s), or applicable time period.

1.2   Fees and Payment. Fees consist of a monthly subscription and daily transaction fee. COURTALERT shall furnish a monthly web report showing the number of transactions processed for the month by client number, client matter (if supplied by Subscriber) and case.

Fees are as follows:

Minimum Monthly Fee: There is a $50 charge per month, which is reduced by that month's search fee up to a maximum of $50 payable monthly plus applicable taxes.

Search Fee: There is a $.45 charge per case per day for searches payable monthly plus applicable taxes. Searches will be performed four times a day subject to the Office of Court Administration and CourtAlert's hardware and software availability. SDNY cases are searched once a day subject to availability.

There is no additional charge for unlimited access to the information on COURTALERT. Any full time employee of the Subscriber may access www.CourtAlert.com information, from any location and for any length of time.

All fees invoiced by COURTALERT shall be paid within thirty (30) calendar days after the date of the invoice.

Late charges of one and one half percent (1 1/2%) per month shall also become payable by Subscriber to COURTALERT. In addition, failure of Subscriber to fully pay any invoiced amount within forty-five (45) days after the date of the invoice shall be deemed a material breach of this Agreement and shall be sufficient cause for immediate termination hereof. All payments shall be made in United States dollars.

If Subscriber fails to pay, when due, any amount payable hereunder or fails to fully perform its obligations hereunder, Subscriber agrees to pay, in addition to any amount past due, plus interest accrued thereon, all reasonable expenses incurred by COURTALERT in enforcing this Agreement including but not limited to all expenses of any legal proceeding related thereto and all reasonable attorneys fees incurred in connection therewith. No failure by COURTALERT to request any such payment or to demand any such performance shall be deemed a waiver by COURTALERT of Subscriber's obligation hereunder or a waiver of COURTALERT's right to terminate this Agreement.

1.3   Document Retrieval Services. Subscriber may place an order with CourtAlert for electronic document retrieval. CourtAlert will attempt to retrieve a copy of the requested document and deliver it to the Subscriber both as an e-mail attachment and as a file available online. CourtAlert will use its best efforts to retrieve documents ordered by Subscriber.

Fees are as follows:

Document from any courthouse in New York: $50 per hour for research and retrieval time (billed in 15 minute increments) plus an additional $0.50 cents per page plus any additional administrative or miscellaneous costs including but not limited to fees associated with expedited orders, messenger services, fax charges and FedEx charges

"Blanket Order" – currently applicable only for the Manhattan locations of the SDNY and applicable only to cases on Subscriber's Approved Watch List. For cases on the Subscriber's "Approved Watch List" that are marked as "Blanket Order", CourtAlert will attempt to automatically obtain any documents that the Subscriber has been "alerted" on including but not limited to the following: opinions, stipulations, memos endorsed, orders. The fee for the "Blanket Order" is $20 per document.

Cancellation fee – since document retrieval orders are placed electronically and processed immediately, a cancellation fee of 50% of the entire retrieval fee will be charged to Subscriber for each order cancelled within 30 minutes of being placed or 100% of the entire retrieval fee will be charged to Subscriber for later cancellation.

1.4   Rate Structure. COURTALERT shall notify the Subscriber by fifteen (15) days prior written notice of any increase in either the Subscription Fee or the Daily Transaction Fee. Documents Retrieval rates are posted on the web site (www.courtalert.com) and Subscriber is deemed on notice of such upon such posting of any change of rates.

2. RIGHTS AND OBLIGATIONS

2.1   Confidentiality. Each party agrees that it shall not disclose to any third party any information concerning the clients, trade secrets, methods, processes or procedures or any other confidential business information of the other party which it learns during the course of its performance of this Agreement, except that COURTALERT's obligation hereunder shall not extend to (i) information of Subscriber not clearly marked as confidential, (ii) information available to the general public or which comes

into the public domain through a third party, (iii) information already known to COURTALERT at the time of execution hereof, or (iv) information disclosed to COURTALERT from a person not under a confidentiality obligation to Subscriber.

2.2 **Warranties.** In performing the Service, COURTALERT will obtain information on Subscriber's cases from COURTALERT's Database. COURTALERT makes no warranties as to the accuracy of data used in the Database. Subscriber agrees that COURTALERT's sole obligation or liability hereunder shall be to use reasonable efforts to (I) match the case provided by Subscriber to results of inquires to the Database, and (ii) to report the results to Subscriber.

Except for this limited warranty, COURTALERT makes no warranties regarding the Service, including, but not limited to warranties that the Service will meet Subscriber's requirements, or that the Service will be uninterrupted or error-free. FURTHER EXCEPT FOR THE ABOVE LIMITED WARRANTY, COURTALERT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The entire risk as to the quality of the Service and performance thereof by COURTALERT is with the Subscriber.

2.3 **Limitation of Liability.** COURTALERT SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES EVEN IF COURTALERT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COURTALERT'S LIABILITY FOR ANY REASON AND UPON ANY CAUSE OF ACTION EXCEED THE AVERAGE MONTHLY FEE PAYMENT MADE BY SUBSCRIBER TO COURTALERT UNDER THIS AGREEMENT FROM THE TWELVE MONTHS PRECEDING THE SERVICE OF ANY NOTICE OR CLAIM OR THE LESSER NUMBER OF MONTHS IF SUBSCRIBER HAS NOT RECEIVED TWELVE MONTHS SERVICE HEREUNDER.

2.4 **Indemnity.** Subscriber agrees to indemnify and hold COURTALERT harmless against all losses, claims, liabilities, judgment, awards and costs (including, but not limited to, legal fees expenses) arising out of Subscriber's use of the Service.

2.5 **Limitation on Action.** No action, regardless of form, arising out of this Agreement may be brought by either party more than one year after the cause of action has arisen, with exception of any violation of COURTALERT's proprietary rights.

2.6 **Termination.** In addition to its rights as set forth elsewhere in this Agreement, COURTALERT shall have the right to terminate this Agreement at any time upon thirty days written notice or upon five (5) days written notice to Subscriber upon:

   (a) a violation or breach by Subscriber, its officers or employees of any provision of this Agreement, including, but not limited to, payment;
   (b) the termination of the business of Subscriber,
   (c) voluntary or involuntary filing of bankruptcy petition or similar proceeding state law with respect to Subscriber, or
   (d) Subscriber's becoming insolvent or making any assignment for the benefit of creditors.

2.7 **Taxes.** Subscriber shall, in addition to the payments acquired hereunder, pay all sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transaction(s) contemplated hereby; excluding, however, income taxes on profits which may be levied against COURTALERT. Subscribers shall reimburse COURTALERT for the amount of any such taxes or duties paid or accrued by COURTALERT as a result of this transaction.

3. MISCELLANEOUS

3.1 **Entire Agreement**. Each party acknowledges that this Agreement constitutes the complete and exclusive statement of the terms and conditions between the parties relating to the Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.

3.2 **Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform due to causes beyond its reasonable control. Performance time shall be considered extended for a period of time equivalent to the time lost because of any such delay.

3.3 **New York Law.** This Agreement and performance hereunder shall be governed by the law of the State of New York. The sole jurisdiction and venue for any litigation arising out of this Agreement shall be an appropriate federal or state court located in the City of New York.

3.4 **Enforceability.** If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted.

3.5 **Assignment.** Subscriber may not assign, without the prior written consent of COURTALERT, its rights, duties or obligation under this Agreement, in whole or in part, to any person or entity.

3.6 **Survival**. All provisions of the Agreement relating to confidentiality or non-disclosure shall survive the termination of this Agreement.

3.7 **Notice.** Any notice provided pursuant to this Agreement shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt thereof, (ii) if mailed, five (5) days after deposit in the US Mails, postage prepaid, certified mail return receipt requested. All notices shall be addressed to the parties at the respective addresses indicated herein.

3.8 **Advertising and Publicity.** COURTALERT shall have the right to use Subscriber's name in its advertising and publicity releases relating to the Service.

3.9 **No Waiver.** The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

3.10 **Remedies.** The rights and remedies of COURTALERT set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

In WITNESS WHEREOF, the parties have executed this Agreement as of the noted below

_____   **COURTALERT.COM, INC.**

By: _____   By: _____

Name: _____   Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Please list the individuals that should be contacted with alert information:

Name: _____Phone: _____ Fax:_____E-Mail:_____

Name: _____Phone: _____ Fax:_____E-Mail:_____

Name: _____Phone: _____ Fax:_____E-Mail:_____