

# Information Requirements Clearinghouse, Inc.

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## **Retention Manager™**

### **LICENSE AGREEMENT PLEASE READ CAREFULLY**

This is a legal agreement between you ("Purchaser") and Information Requirements Clearinghouse, Inc. ("Developer"). Use of the enclosed *Retention Manager* software, data and text program ("*Retention Manager*") is governed by this agreement.

**1. Ownership.** *Retention Manager* is owned by the Developer, and no right of ownership is transferred to the Purchaser by this agreement. Except as set forth in this agreement, the Developer retains all rights of any kind whatsoever in *Retention Manager*, including without limitation, rights in source code, compiled code, object code, data structures, data, text, screen design and layout, graphics, written documentation, and all other attributes of any kind, whether such rights are granted by the law of the United States or any state in the United States, including common law, the law of any other national or international jurisdiction, or by international treaty or convention.

**2. Limitations on Use.** All use, reproduction, transfer, sale, reverse engineering, decompiling, disassembly, unencryption, export or other handling of this software, including any text and data contained in it as databases, help files, notes or other data structures, text and data exported from it as reports or files, or text and data related to it to it as manuals or other documentation, are prohibited by this agreement except as expressly authorized herein by the Developer.

**3. Grant of License.** The Developer grants to the Purchaser, including the Purchaser's agents and employees while engaged in their duties on behalf of the Purchaser, a nontransferable and nonexclusive license to use *Retention Manager* to develop, manage, implement and update the Purchaser's own records retention program for the exclusive use of the Purchaser's organization, including a license to use *Retention Manager* to print and distribute within the Purchaser's organization any reports, legal citations or text necessary for or related to that records retention program.

If *Retention Manager* is used in conjunction with other records management software designed to import data and conclusions

from *Retention Manager*, the Purchaser is licensed to export data and conclusions from *Retention Manager* and into the other records management software by means of the standard data export facility included in *Retention Manager* and the standard data export files generated by *Retention Manager*, solely for the purposes authorized by this Grant of License.

Data, conclusions or other information contained in, derived from or exported by *Retention Manager* or any report or file generated by it may be distributed only within the Purchaser's own organization solely for the purposes authorized by this Grant of License. Resale or transfer of any data or conclusions contained in or derived from *Retention Manager*, or any report or file generated by or derived from *Retention Manager*, to parties outside of the Purchaser's organization, or use of *Retention Manager* or any report or file generated by it by parties outside of the Purchaser's organization is prohibited.

Creation of multiple data directories for multiple companies or business entities controlled by the Purchaser's organization, or copying company data or company data directories for the purpose of creating multiple records retention schedules for multiple companies or business entities is prohibited unless the Purchaser has been granted a license for the multi-company version of *Retention Manager*.

**For Multi-company Upgrade Only:** The Purchaser is granted a nonexclusive, non-transferable license to create multiple data directories and to transfer or copy data between them for the purpose of creating multiple records retention schedules and related reports and data as described above for multiple distinct companies or business entities under the control of the Purchaser's organization, PROVIDED, that each such company or business entity is a subsidiary of the Purchaser in which the Purchaser has at least a majority interest. The number of companies or business organizations permitted by this Grant of License will be unlimited, unless limited to another number agreed upon by the Developer and Purchaser and paid for by the Purchaser. Use of

the multi-company version of *Retention Manager* by the Purchaser to generate records retention schedules or any related reports or data for companies or business entities unrelated to or not owned by the Purchaser as defined above is prohibited.

The Purchaser is granted a nontransferable, nonexclusive license to place one copy of the enclosed *Retention Manager* software on one stand-alone computer. Placement of *Retention Manager* on a network is licensed if *Retention Manager* is placed on the network as a single user program in one directory on one hard drive, and simultaneous access by more than one user is precluded. The Purchaser may keep a copy of *Retention Manager* on floppy disks or other portable media solely for backup or archival purposes.

**For Network Upgrade Only:** Developer grants Purchaser a nonexclusive, nontransferable license to place one copy of the network version of *Retention Manager* on one computer network and to allow two or more individuals to use *Retention Manager* on the network simultaneously, solely for the purposes set forth in this Grant of License and subject to all other terms and conditions set forth herein.

**4. Scope of Legal Research.** The Developer shall, at its sole discretion, determine the scope of the legal research included with *Retention Manager*.

**5. Limited Warranty.** The Developer warrants that *Retention Manager* will perform substantially in accordance with its advertising and accompanying written documentation for a period of 30 days from the date of receipt. This warranty is void if failure of *Retention Manager* results from accident, abuse or misapplication. Some states do not allow limitations on the duration of a warranty so this limitation may not apply.

**6. Customer Remedies.** If *Retention Manager* fails to perform in compliance with the limited warranty, the Developer's entire liability and the Purchaser's exclusive remedy shall be, at the Developer' option, either (a) return of the purchase price or (b) repair or replacement of any copy of *Retention*

*Manager* that does not meet the terms of the limited warranty. Any replacement copy of *Retention Manager* will be warranted for the remainder of the original warranty or 30 days, whichever is longer.

**7. Disclaimer of Warranties.** THE DEVELOPER DISCLAIMS ALL WARRANTIES NOT INCLUDED IN THIS LICENSE AGREEMENT, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE, TEXT, DATA, AND ACCOMPANYING WRITTEN DOCUMENTATION.

**8. Errors or Omissions.** The Developer has made every effort to ensure the completeness, accuracy and error-free operation of *Retention Manager*. However, because of the complexity of computer hardware and software, and of legal research, the Developer cannot warrant that operations using *Retention Manager* will be uninterrupted or error free, or that conclusions generated by the software will be accurate. The Developer recommends that legal counsel reviews all records retention conclusions and that you verify the accuracy of all information provided with or generated by *Retention Manager*.

**9. No Liability for Consequential Damages.** In no event will the Developer be liable for any damages whatsoever including, without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary losses, or damages arising out of litigation or governmental investigation, or arising from the use or inability to use this product, regardless of any notice given to the Developer about the possibility of such damages. Some states do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you.

**10. Choice of Law.** This Agreement is governed by the laws of the State of Colorado.

**11. Nature of Services.** *Retention Manager*, including the software, data, text and accompanying written documentation, is designed to provide assistance in developing, maintaining and implementing records retention schedules. The Developer is not engaged in rendering legal, accounting or other professional services. All legal decisions and conclusions should be made in consultation with qualified legal counsel.

**12. Annual Subscription Service.** The purchase of *Retention Manager* includes the *Annual Subscription Service* only if the Annual Update Service has specifically been purchased or included with the initial purchase. The License Agreement in effect during the duration of the *Annual Subscription Service* determines the terms and conditions that apply to the use of *Retention Manager*.

Purchasers of the *Retention Manager Annual Subscription Service* receive periodic updates to the software, data and documentation, access to the *Retention Manager* Internet site for updates and support, and telephone support during normal business hours. Updates to the software, data and documentation will be prepared and distributed by the Developer three times per year to Purchasers with a current *Annual Subscription Service*. The Developer, at its sole discretion, shall determine whether to distribute updates by CD-ROM, the Internet, electronic mail, or other means designed to provide Purchaser reasonable access to the updates.

A subscription is current if payment has been received for the *Annual Subscription Service* that extends the subscription to the first day of the quarter in which the update is released. Developer may, at its sole discretion, also provide updates to Purchasers who are not current if there is a reasonable expectation that the subscription will become current in the near future.

The Developer recommends that the Purchaser purchase and renew the Annual Update Service in order to receive these services.

**13. Technical Support.** Developer will provide telephone Technical Support to Purchases with a current *Annual Subscription Service*. Technical Support is restricted to *Retention Manager* installation, operation, philosophy and other problem resolution related specifically to *Retention Manager* software. Developer, at its own discretion, will modify reports for Purchase as part of the Technical Support for minor or simple changes requested by Purchaser.

Technical Support does not include Purchaser problems related to hardware, operating systems, networks or software products other than *Retention Manager*. Developer recommends that Purchaser consult with its organization's internal information technology or information systems representatives for assistance with resolving these type of problems. Developer, at its

sole discretion, may suggest solutions to these other problems when it appears that these problems interfere with the successful installation or operation of *Retention Manager*. Purchaser assumes all risks and consequences when it follows these suggestions or makes changes to the hardware, operating system, network or other software products.

**14. Year 2000 Compliance.** Developer warrants that *Retention Manager* is Year 2000 Compliant, meaning that the program will continue to operate on January 1, 2000 in the same manner that it operated on December 31, 1999. In the event that unexpected behavior of the software is detected on January 1, 2000 that did not exist on the previous day, Developer will promptly determine the cause of the problem and issue a correction.

**15. Severability.** If any one or more of the provisions of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in any way thereby.

**16. Acknowledge and Acceptance.** The Purchaser or the Purchaser's agent acknowledges that he/she has read this agreement, understands it and agrees to be bound by its terms and conditions. Purchaser agrees that this agreement is the complete and exclusive statement of the agreement between the Purchaser and Developer, and that it supersedes any proposal, advertisement or other prior agreement, oral or written. Purchaser further agrees that this agreement cannot be modified or expanded in any way by any subsequent purchase order, subscription renewal, or terms or conditions proposed by Purchaser after the initial date of purchase, as well as by the Developer's conduct or actions such as shipment of updates based on forms submitted by Purchaser containing any terms and conditions that address issues contained in this agreement. No dealer or reseller may modify this agreement. This agreement may only be modified by a subsequent written agreement specifically approved and signed by the Developer.



Donald S. Skupsky, President  
Information Requirements Clearinghouse,  
Inc., Developer