

Process Server Central, LLC Trial Period License Agreement

The Process Server Central, LLC Restricted License (“Agreement”) is dated on the registration date (“Effective Date”) between Process Server Central, LLC. (“PSC”) and the undersigned Licensee (“Licensee”). PSC and Licensee enter into this Agreement to set forth the terms by which PSC is licensing the Software and Data (as set forth in Exhibit A) and associated documentation (the Software, Data and Documentation are referred to herein collectively as, the “Licensed Products”) to Licensee in connection with the parties’ negotiations of a possible business relationship. This Agreement in no way obligates PSC or Licensee to enter into such a business relationship.

Subject to Licensee’s compliance with the terms and conditions of this Agreement and the payment by Licensee to PSC of any Initial Set-Up Fees set forth on Schedule A, prior to the Effective Date, PSC hereby grants to Licensee a non-exclusive, non-assignable, non-transferable, restricted rights license to use the Licensed Products to evaluate and demonstrate the Licensed Products solely on an internal basis and solely for the purpose of evaluating whether to enter into a possible business relationship with PSC (the “Purpose”). No license is granted by PSC to Licensee for any other use or purpose. Any other use of the services is strictly prohibited and a breach of this license. Licensee shall not distribute, rent, lease, sublicense, provide access to, assign or transfer the license or the Licensed Products to any third party. Licensee may use the Licensed Products solely for the Purpose, but Licensee shall not use the Licensed Products for the development of applications for any other purpose including for its internal use, or for resale, license, sublicense or demonstration by Licensee to any third party. Licensee agrees to implement reasonable controls to ensure compliance with the intended use of the restricted license authorized by PSC. PSC reserves the right to perform a compliance audit of the licensee’s use of the restricted license during licensee’s normal business hours, upon reasonable notice and at PSC’s expense. Except for the rights expressly granted to Licensee by PSC pursuant to this Agreement, PSC hereby expressly retains all of its rights in the Licensed Products.

Without limiting the foregoing, Licensee further agrees that any other use of the Licensed Products (in whole or in part), including, but not limited to resale, distribution, rent, lease, or sublicense of the Licensed Products, whether during or after the Evaluation Period shall constitute a violation of the terms and conditions of this agreement and will result in immediate termination of services and this Agreement.

The term of this restricted license is sixty days (60) from the Effective Date (“Trial period”) and is limited to one hundred (100) jobs.

PSC shall have the right at its sole discretion to terminate this Agreement with notice at an earlier date for any or no reason. Within five (5) business days of the expiration or termination of this Agreement, Licensee shall immediately: (a) discontinue all use of all of the Licensed Products in whole or in part, (b) erase, destroy or return to PSC any of the Licensed Products, including copies contained in the computer memory or data storage apparatus, and (c) certify in writing to PSC that Licensee has completed all actions required by this provision and that the licensee no longer possesses or controls any copies of the Licensed Products. In the event that the Licensee becomes or is a direct competitor of PSC, this license shall immediately terminate. Termination of this license will not limited either party from pursuing any other remedies available to it, including injunctive relief.

Title and ownership rights in the Licensed Products are and shall at all times remain with PSC and/or its suppliers. No license, right or interest in any trademark, trade name or service mark of PSC is granted under this Agreement. Licensee shall not obliterate, obscure, modify or interfere with the display of any copyright or confidentiality notices included on or in the Licensed Products.

PSC WARRANTS THAT IT HAS THE RIGHT TO GRANT ALL LICENSES GRANTED TO LICENSEE IN THIS AGREEMENT. EXCEPT FOR THE FOREGOING, THE LICENSED PRODUCTS ARE PROVIDED BY PSC TO LICENSEE “AS-IS,” AND PSC PROVIDES NO OTHER WARRANTIES UNDER THIS AGREEMENT OR THE LICENSE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, OR FITNESS FOR ANY USE

OR PURPOSE. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS, OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OF THE LICENSED PRODUCTS.

Except as expressly contemplated herein, Licensee shall not copy, modify, alter, adapt, translate, port, use, disclose, sell or transfer, in whole or in part, the Licensed Products, or attempt to derive the source code thereof by any means including but not limited to decompiling, disassembling, reverse engineering, merging, reverse analyzing output data or creating derivative works of the Licensed Products. Licensee shall not bypass, disable or reverse engineer any protections put in place by PSC against unlicensed use of the Licensed Products beyond the trial Period. The parties acknowledge that performance of this Agreement will not result in the acquisition or development by Licensee of any rights with respect to the Licensed Products including without limitation, modifications, improvements, enhancements, or other derivative material. Licensee shall not publish, nor disclose to any third party, any benchmark tests run on the Licensed Products without PSC's prior written consent.

At all times during the term hereof and at all times thereafter, Licensee shall keep confidential and not disclose, directly or indirectly, and shall not use for the benefit of itself or any other individual or entity any Confidential Information of PSC. Without limiting the foregoing, Licensee shall take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to comply with the provisions of this paragraph with respect to the Confidential Information of PSC. "Confidential Information" means any trade secrets or confidential or proprietary information whether in written, digital, oral or other form which is unique, confidential or proprietary to PSC, including, but not limited to, the Licensed Products, and any other materials or information related to the business or activities of PSC which are not generally known to others engaged in similar business or activities. "Confidential Information" will not include information (a) already lawfully known to or independently developed by the receiving party, (b) disclosed in published materials, (c) generally known to the public, or (d) lawfully obtained from any third party. PSC's failure to mark any Confidential Information as confidential, proprietary or otherwise shall not affect its status as Confidential Information hereunder.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and both parties agree to submit to the exclusive jurisdiction of federal or state courts located in Florida. Each party agrees not to bring suit in any other courts, nor to seek to remove such actions to courts outside of Florida.

Upon any violation of this Agreement by Licensee, PSC shall have the right to seek any and all remedies available to it under the law and in equity. Additionally, each party expressly acknowledges and agrees that any breach or threatened breach of this Agreement may cause immediate and irreparable harm to the other party which may not be adequately compensated by damages. Each party, therefore, expressly agrees that in the event of such breach or threatened breach and in addition to any and all available equitable and legal remedies, each party shall have the right, after providing timely notice to the other party, to seek equitable injunctive relief in connection with such breach or threatened breach.

This Agreement sets forth the entire agreement between the parties respecting this subject matter, and this Agreement supersedes all prior agreements and understandings between the parties related to such subject matter. Any modifications or additions to this Agreement are null and void unless specifically agreed in writing by an authorized officer of both parties.

All provisions of this Agreement which expressly or by their nature are to continue after termination, cancellation or expiration of the Agreement shall survive and remain in effect.

This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same document. The execution of this Trial Terms and Conditions Agreement also binds the licensee to the General Terms and Conditions as set forth on the homepage found at www.mypsc.net. Please carefully review the General Terms and Conditions PRIOR to signing the Trial Terms and Conditions Agreement.

I have carefully read and understand the foregoing instrument and am in agreement with the terms and conditions thereof.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

PROCESS SERVER CENTRAL, LLC

LICENSEE:

Signature: _____

Signature : _____

Date: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: P.O. Box 818

Address: _____

City: Bartow

City: _____

State: Florida

State: _____

Zip Code: 33831

Zip Code: _____

Phone: 813-441-9770

Phone: _____

Fax: 813-655-1218

Fax: _____

E-mail: _____

E-mail: _____

EXHIBIT A

Process Server Central, LLC

Trial Period License

Licensed Products

Licensed Software (“Software”)

Products	Initial Set-Up Fee
Process Server Central, LLC “Standard”, “Professional”, “Professional Plus” level(s).	\$00.00

Licensed Data (“Data”)

Products	Initial Set-Up Fee
Process Server Central, LLC source code and all data contained therein.	\$00.00