

Customer/Attorney:

Name:
TX Bar #: **(Required)**
Firm Name:
Street:
City: State: Zip:
Phone: Fax:
Email: **(Required)**

Licenses Ordered:	<i>Express Edition</i>			<i>Standard Edition</i>			<i>Professional Edition</i>		
	<i>Cost</i>	<i>Qty</i>	<i>Total</i>	<i>Cost</i>	<i>Qty</i>	<i>Total</i>	<i>Cost</i>	<i>Qty</i>	<i>Total</i>
Single (First) Attorney License									
Additional Attorney License(s)									
Additional Non-Attorney									
Subtotal									
Reduced license - term & amount (<i>upgrades/ revisions only; per authority of FlexDraft only</i>)									
Pro rated credit for existing license (<i>upgrades/ revisions only; per authority of FlexDraft only</i>)									
Total Due Before Sales Tax									
Sales Tax (8.25%)									
TOTAL DUE									
. . . OR, check here for a <i>FREE</i> 30-day evaluation edition									

Payment options: (select one)–

- Check**
- Credit card**
- FlexDraft Monthly-Pay via credit card** (You must complete the attached Monthly Pay Authorization.)

Do NOT give us your credit card information: If paying by credit card *do not include any credit card information with your order. When your order is received, FlexDraft will email you a link to its secure Payment Gateway where you can pay directly online.*
NO REFUNDS: All payments are final and non refundable. (If you're not sure whether you really want to pay for FlexDraft try the 30 day free trial instead.)

Placing your order: Return your order to FlexDraft by–
• *email:* sales@flexdraft.com (credit card orders only)
• *fax:* 832.201.9219 (credit card orders only)
• *regular mail:* FlexDraft, LLC
3555 Timmons Ln., Ste. 1020
Houston, TX 77027

Activation Key delivery: Within 1 business day of payment in full of your annual license fee (or your initial Monthly-Pay installment), FlexDraft will email you an Activation Key, enabling you to “unlock” the FlexDraft program.

date signed

Attorney Signature

Additional:

Express Edition includes: Wills and revocable trusts with marital/bypass planning, & ancillary documents. **Standard Edition** includes all the above **plus:** second generation planning (a/k/a "GST planning"), 2503(c) Trusts, ILIT's (Irrevocable Life Insurance Trusts) & irrevocable "Gift Trusts." **Professional Edition** includes all the above **plus:** client letters & memos & other documents as may be added from time to time. **Evaluation Edition** includes Standard Edition features, with certain limitations. **You must have one Attorney License for each attorney in your firm or section who will use the software. You must have one Non-Attorney License for each additional secretary, legal assistant or other individual who will use the software.** However, for each Attorney License, one assistant to the attorney (a secretary, legal assistant, etc.) may use the Software without his or her own Non-Attorney License, but only if the assistant and the attorney do not use the software simultaneously. Unless otherwise specified, **all paid licenses are for - & include free updates for - one year.** By signing this Order Form you agree to the preceding summary & to the more detailed FlexDraft Software License Agreement on the final page of this Order Form.

You must provide a Texas Bar No. You must provide an email address for on-line delivery; FlexDraft does not share email addresses with ANYBODY.

This Monthly-Pay Authorization is attached to and made a part of the following *FlexDraft* Order Form:

Customer/Attorney:

Name:

Firm Name:

Total Due:

If you selected the Monthly-Pay option, the card holder must sign below to authorize automatic recurring credit card charges. Check the box and sign below to pay your license fee in monthly installments.

Monthly Pay - The following will be charged to the above credit card:

Initial installment paid by you online: When your order and Monthly-Pay Authorization are received, *FlexDraft* will email you a link to its secure, Payment Gateway where you can pay the initial installment online, in an amount equal to—

- (i) 2 monthly installments (1/6 of the total license fee):
 - plus sales tax:
 - Subtotal:
- (ii) plus monthly-pay service charge:

Total initial installment (paid by you online):

10 automatic monthly installments automatically charged to your card: Beginning 1 month after delivery of *FlexDraft* and continuing once a month for a total of 10 months, *FlexDraft* will automatically charge the card used for the initial installment an amount equal to—

- (i) 1 monthly installment (1/12 of the total license fee):
 - plus sales tax:
 - Subtotal:
- (ii) plus monthly-pay service charge:

Total of each automatic monthly installment:

Automatic Renewal/ Cancellation: Each monthly pay license will be renewed for another *full year* (another 12 equal installments) at the then applicable rate unless you cancel before the due date of the final monthly installment (i.e., the date 10 months after the initial installment & 2 months before the end of the annual license term).

Additional Provisions:

You promise to keep your credit card active and to notify *FlexDraft* immediately if your card ever ceases to be active.

By signing below, you confirm that you are the owner of the card that will be used for the initial installment, and you authorize the above automatic recurring charges to that card and agree to the other terms above.

date signed

Cardholder signature

FlexDraft® Software License Agreement

This is the agreement between you and FlexDraft, L.L.C., a Texas Limited Liability Company ("FlexDraft") regarding the Edition(s) of the FlexDraft estate planning document assembly system selected on your Order Form and all future Editions you may acquire (collectively, the "Software").

Note: FLEXDRAFT IS NOT A SUBSTITUTE FOR THE ADVICE OF AN ATTORNEY.

CAREFULLY READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT PRIOR TO INSTALLING THE SOFTWARE. SUBMITTING YOUR ORDER INDICATES YOUR CONFIRMATION OF YOUR WARRANTIES AND ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH BELOW.

In consideration of (i) your payment of the licensing fee, (ii) your warranty to FlexDraft that you are a licensed attorney, and (iii) your acceptance of the Software AS-IS, FlexDraft grants you a non-exclusive license to use the Software, subject to the following terms and the notices, conditions and additional provisions on and in the Software and the accompanying documentation.

Number and Type of Licenses Required

You must have one Attorney License for each attorney in your firm or section who will use the software. You must have one Non-Attorney License for each additional secretary, legal assistant or other individual who will use the software. However, for each Attorney License, one assistant to the attorney (a secretary, legal assistant, etc.) may use the Software without a Non-Attorney License, but only if the assistant and the attorney do not use the software simultaneously. **Specifically:**

1. *For each Attorney License:* (a) you may install a copy of the Software on the attorney's primary computer and an additional copy on a home and/or portable computer used solely by that attorney; and (ii) you may install an additional copy of the software on one computer used by *one* assistant to the attorney (secretary, legal assistant, etc.) *but only if the assistant and the attorney will not use the software simultaneously.* If the attorney and his/her assistant use the Software simultaneously, you must have a Non-Attorney License for the assistant.
2. *For each Non-Attorney License:* you may install a copy of the Software on one computer used by one individual (a secretary, legal assistant, etc.) working under the supervision of an attorney who has an Attorney License for the Software.
3. You may use the Software on a network, provided that you have one Attorney License for each Attorney with authority to use the Software and one Non-Attorney License for each person other than an attorney who has access to the Software on the network.

You may not:

1. Permit the use of the Software by anyone other than a licensed attorney or an individual working under the supervision of a licensed attorney.
2. Modify, translate, reverse engineer, decompile, disassemble, or create derivative works based upon this Software, or "stock-pile" forms created by the Software.
3. Assign, sublicense, rent, loan, or give, the Software (or accompanying documentation) or any rights in it to anyone else, without the prior written consent of FlexDraft.
4. Remove any proprietary notices, labels or marks on the

Software and accompanying documentation.

Ownership

Title and copyrights to the Software and the accompanying documentation and any copies remain with FlexDraft. If you do not comply with any of the above restrictions, this license will terminate, and you will be liable to FlexDraft for damages or losses caused by your non-compliance.

Updates, Upgrades, Termination, and Cancellation

Your license for the Software is for 1 year from the date of your purchase and entitles you to all updates to the Software released during that period. At the end of 1 year, your license terminates and you agree to either (i) return all copies of the Software and documentation and uninstall the Software, or (ii) renew your license at the renewal fee in effect at that time.

You may cancel your license at any time but once paid, no part of any license fee will be returned, so please try the Evaluation Edition unless you are certain you want the Software for a full year. You may upgrade to a higher Edition if/when available and apply the pro rated balance of your license to the cost of a 1 year license for the higher Edition (commencing as of the upgrade date). You may add additional Attorney and/or Non-Attorney Licenses to an existing license at any time for a fee equal to the then current full year fee pro rated for the time remaining on your existing license, rounded up to the next whole quarter.

Support

Your license for the Software entitles you to 30 days free technical support (i.e., for installation, software compatibility, etc.). Legal or other substantive advice is not included.

Special Provisions Regarding CAPS User

CAPS User is distributed with the Software. One license for CAPS User is granted to you by CAPSoft Development (with whom title and copyrights to CAPS User remain) for each Attorney License and each Non-Attorney License you obtain. FlexDraft is merely a reseller of CAPS User, on behalf of CAPSoft Development. Your rights and obligations relating to CAPS User are governed by the licensing provisions of CAPSoft Development and by installing the Software, you agree to those terms.

Conditions of Use

You may use the Software to prepare Wills, trusts and other instruments for your clients, but only if and to the extent that you exercise independent legal judgment as to the quality and propriety of the documents produced with the Software as well as the suitability of specific documents for your particular clients.

FLEXDRAFT MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY OF THE SOFTWARE OR CAPS USER, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. FLEXDRAFT SHALL NOT BE LIABLE FOR ANY DAMAGES SUFFERED BY YOU OR YOUR CLIENTS AS A RESULT OF THE SOFTWARE, CAPS USER OR DERIVATIVES OF EITHER.

THIS AGREEMENT AS SUPPLEMENTED BY WRITTEN INVOICES, AGREEMENTS IN THE ACTUAL PROGRAM, ETC., IS THE ENTIRE AGREEMENT. IF ANY PROVISION OF THIS AGREEMENT IS HELD INVALID, THE REMAINDER OF THIS AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT.