

BusinessBankruptcyMonitor User Agreement

The Service

BusinessBankruptcyMonitor (“BBM”) is a bankruptcy case monitoring service developed to help commercial (business-to-business) creditors efficiently track the progress of customer bankruptcies, and thereby reduce the risk of missing critical deadlines and opportunities in those cases. We obtain case information directly from public-record U.S. Bankruptcy Court resources, and we post selected elements of that information in a succinct case report format. We update each case report once per month for a period of twelve months from the date the case is submitted.

When you engage BBM to monitor a bankruptcy case, we:

- Create an electronic report file on the case
- Promptly enter fundamental information and case synopsis on the report file
- Review the case profile from Court records and update the case report file once a month for eleven (11) successive months
- Identify “Alert” issues in the case that may effect your rights

Your Rights and Obligations

For each case you engage us to monitor, you agree to provide us with the bankrupt debtor’s business name, case number, U.S. Bankruptcy Court District where the case was filed, and payment in full for our services as stated in this agreement. You acknowledge that BBM will not access bankruptcy case records, create an electronic report file, provide any case information or otherwise report on the status of any case, until our service fee is paid in full.

If you are not an NACM Southwest member, when you register as a BBM user, you will receive a User ID which will enable you to log in at www.nacmsw.com and review your case reports (in-progress monitored cases, and closed cases).

You will have full Internet access to your case reports at all times, with the limited exception of routine system maintenance and disruptions caused by factors beyond the control of BBM.

You are solely responsible for taking action in response to any “Alert” content entered on case reports, and for obtaining your own legal counsel as to any matters arising in cases monitored by BBM.

Our Rights and Obligations

Experienced bankruptcy and credit professionals will produce all case reports and updates, under the supervision of BBM staff legal counsel.

We do not report case information obtained from secondary sources, commercial reporting services or other indirect resources.

BBM service does not include representing creditors, on the record or otherwise, in any bankruptcy case. We do not take actions constituting or requiring entries of appearance, including filing Proofs of Claim, responding to motions (including without limitation, objections to claims) or communicating in any manner with Courts, debtors, debtors' counsel or any other parties.

We make no representations regarding the outcome of bankruptcy cases, including without limitation the disposition of any claims, classes of claims or potential exposure to recoverable transfers.

The subject matter, timing and method of communicating any issues reported as "Alert" content on case reports is at the sole judgment and discretion of BBM. "Alert" content will be reported exclusively on the in-progress case-reporting format, and by no other means. BBM is not responsible for taking action with regard to "Alert" content matters.

Fee and Payment

The service fee for each case submitted for monitoring is \$350.00, payable in advance. The service fee is earned in full upon entry of the initial case information and synopsis on the case report, and is not apportionable pro rata through the reporting period.

Payment may be made by credit card, ACH (or other electronic transfer) or check.

After the twelve-month monitoring period ends, case monitoring may be renewed for an additional monitoring period of twelve months, upon payment of a \$300.00 service renewal fee. Case monitoring will not resume until the service renewal fee is paid.

Other Terms

All material provided by BBM including case report information, is *Copyright 2012 NACM Southwest and D. Park Smith, Joint Venture*, All Rights Reserved, except for original material from United States government sources.

BBM does not provide legal advice, nor are its case reports intended to interpret the application of any statute or other law to the facts of any case. No attorney-client relationship is established between you and BBM or any of its officers, employees or agents, including any such officers, employees or agents who may be licensed attorneys.

BBM is not liable for damages of any kind whatsoever arising out of the access to or reliance upon any bankruptcy case information, whether reported or not reported by BBM. In no event shall BBM be liable for any indirect, punitive, special, incidental or consequential damages arising from bankruptcy case reports or monitoring services, even if it has been advised of the possibility of such damages or if such damages are foreseeable. Claims against BBM for damages arising from bankruptcy case reports or monitoring services shall be limited to the service fee paid for the case giving rise to such claim. The prevailing party in any action arising from this agreement shall be entitled to recover its reasonable attorney fees from the other party.

Any action arising from this agreement shall be governed by the laws of the State of Texas excluding its conflict of laws provisions, and shall be filed in Dallas County.