PLEASE READ THIS EDUCATIONAL LICENSE AGREEMENT CAREFULLY BEFORE DOWNLOADING, INSTALLING, ACCESSING OR USING THE BEST CASE® BANKRUPTCY SOFTWARE PRODUCT. This Educational License Agreement is a binding agreement between Licensee and Best Case, LLC, AND BY DOWNLOADING, INSTALLING, ACCESSING OR USING THE SOFTWARE, LICENSEE IS ACCEPTING AND AGREEING TO BE BOUND BY THIS EDUCATIONAL LICENSE AGREEMENT. USE OF THE SOFTWARE IS RESTRICTED BY THIS EDUCATIONAL LICENSE AGREEMENT. If you do not agree to the terms of this Educational License Agreement and are in the process of installing the Software, you must hit the “Cancel” button. If you do not agree to the terms of this Educational License Agreement or are dissatisfied with the Software in any regard, you must delete the Software from your system and if you were provided the Software through any physical media, return such media to Best Case. The terms of this Educational License Agreement apply during any period in which the Software is installed on your system.

BEST CASE BANKRUPTCY EDUCATIONAL LICENSE AGREEMENT

1. DEFINITIONS. For purposes of this Educational License Agreement (the “License Agreement”), the following terms have the meanings provided below:

   a. “Educational Version” means the Software being used for educational purposes only and for which Licensee has not purchased license rights to use the Software for commercial purposes, including preparing or making electronic filings in actual bankruptcy cases.

   b. “Documentation” means the user and support manuals for the Software and any other printed or digital material relating to the use or support of the Educational Version of the Software.

   c. “Licensee” means (i) the educational institution in whose name the license for the Software is registered with Best Case or (ii) the individual who is a student, faculty or staff member of the educational institution and who downloaded the Educational Version for use as contemplated by this License Agreement. For purposes of the foregoing definition, “educational institution” means a public or private school, college, university or other post secondary educational establishment.

   d. “Software” means the object code of the Best Case® Bankruptcy Software that may be licensed by Best Case for installation on Licensee’s computer system and all Documentation provided with the Software. To the extent that Best Case provides any updates, enhancements and new releases of the Software, such will be deemed included in the definition of “Software”.

2. LICENSE GRANT.

   a. License. The Software is licensed, not sold. Best Case hereby grants Licensee a non-exclusive, non-transferable perpetual license to use the Educational Version and to install the Software onto the hard drive of a computer (or computers) for educational purposes only and not for commercial purposes, including preparing or making electronic filings in actual bankruptcy cases. In this regard, if Licensee is an educational institution, Licensee may install copies of the Educational Version on multiple standalone computers and on computer networks owned or controlled by Licensee for purposes of providing access to the Software its teaching faculty, administrative staff and students; otherwise, Licensee may install the Educational Version on a single stand alone computer. THE EDUCATIONAL VERSION IS LICENSED ON AN “AS IS” BASIS AND WITHOUT WARRANTIES OF ANY KIND. BEST CASE DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND TITLE AND NON-INFRINGEMENT. Not in limitation of the foregoing, Best Case does not warrant, guarantee, or make any representations regarding the use or the results of the Software in terms of correctness, accuracy, reliability, or otherwise, or that the Software will be error-free. The entire risk as to the results and performance of the Software is assumed by Licensee. Neither the Educational Version nor any forms reproduced or printed from the Educational Version may be altered to remove any indicia indicating that the forms are samples or for education purposes only. The Educational Version may not be used to produce or print forms contained therein for use in any bankruptcy case.

   b. Updates. From time to time, Best Case may provide periodic Software releases of and updates for the Educational Version. Notwithstanding, the Educational Version may not be updated as often as Best Case’s commercial version of the Software and Best Case makes no representations or warranties that the Software’s forms and calculators, or any other part of the Software, is current and up-to-date.

   c. On-Line Functionality. The Educational Version may be used to file practice forms at certain bankruptcy court training websites. Please contact Best Case for more details. No other web-based functionality is available with the Educational Version.

3. OWNERSHIP AND COPYRIGHT. The Software is the valuable, confidential, copyrighted, and/or trade secret property of Best Case. The Software is licensed not sold. Except for the license rights granted hereunder, Best Case reserves all right, title, and interest, express or implied, in and to the Software.

4. ADDITIONAL LICENSE RESTRICTIONS. Licensee may only use the Software as described in this Agreement and Licensee is responsible for use of the Software in excess of the use limitations or other restrictions provided in this Agreement. Except to the extent expressly authorized by this Agreement, Licensee shall not: (i) use the Software for any commercial purpose; (ii) decompile, disassemble, reverse engineer or otherwise derive source code from the Software (except to the extent expressly authorized under law); (iii) create derivative works based on the Software or use the Software to develop a competing software product; or (iv) remove any copyright, trademark, proprietary rights, ownership, disclaimer or warning notice included on or embedded in any part of the Software or any other materials provided by Best Case to Licensee.
5. EXCLUSION OF LIABILITY. THE SOFTWARE IS BEING PROVIDED TO LICENSEE WITHOUT CHARGE. NONE OF BEST CASE NOR ANY OF ITS LICENSORS OR AFFILIATES SHALL HAVE ANY LIABILITY TO LICENSEE OR ANY THIRD PARTY FOR ANY LIABILITY INCLUDING BUT NOT LIMITED TO ANY DIRECT OR INDIRECT DAMAGES OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGES, INCLUDING EXEMPLARY OR PUNITIVE DAMAGES, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT OR THE USE OF THE SOFTWARE. The allocations of liability in this Section represent the agreed, bargained-for understanding of the parties and reflect that Best Case does not receive any compensation hereunder. The exclusion of liability stated in this Section is intended to apply regardless of the form of lawsuit or claim, whether in tort, contract or otherwise, and regardless of whether any limited remedy provided for in this Agreement fails of its essential purpose.

6. CONFIDENTIALITY. Licensee acknowledges that the Software constitutes a valuable proprietary product and trade secret of Best Case embodying substantial confidential information, ideas and expressions. Licensee acknowledges that use and display of any copyright notice shall not be construed as an admission or presumption that publication of the Software has occurred. Except as Best Case may permit by giving written permission to Licensee, Licensee agrees to observe complete confidentiality as to all aspects of the Software, including without limitation, agreement not to disclose or otherwise knowingly permit any other individual or business not subject to a license with Best Case access to, in any manner, the Software or any part of it in any form whatsoever. Licensee further agrees to notify Best Case promptly and in writing of any circumstances surrounding use of any part of the Software by any individual or business not subject to a license with Best Case.

7. TERM; TERMINATION. The license rights granted under this Agreement are perpetual, unless terminated by Best Case in accordance with this Agreement. If Licensee fails to comply with any material term or obligation under this Agreement, Best Case may immediately terminate the license rights by giving Licensee notice in writing. Upon such termination, Licensee shall cease all use of the Software, delete the Software from any of its computer systems and destroy the Software in its possession.

8. CHOICE OF LAW; WAIVER OF JURY TRIAL. This Agreement will be governed by, and construed and interpreted according to, the laws of the State of Ohio, without regard to its choice of law rules. Any and all legal proceedings regarding this License Agreement may only be brought in the state or federal courts located in Montgomery County, Ohio and Licensee expressly submits to the jurisdiction of such courts and consents to extra-territorial service of process. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.

9. WAIVER; AMENDMENT. No waiver of any breach of this Agreement shall constitute a waiver of any breach of the same or any other provision of this Agreement, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. This Agreement may not be modified or amended except in a writing signed by both parties.

10. ENTIRE AGREEMENT. You agree that this license constitutes the entire agreement between you and Best Case and supersedes all prior negotiations, understandings and/or agreements, whether written or oral.

11. SEVERABILITY. If any provision of this Agreement is held to be illegal or otherwise unenforceable, such provision will be severed, stricken and replaced with a legal and enforceable provision which most closely reflects the intent of the parties. The remainder of this Agreement shall continue in full force and effect.

If you have any questions regarding this license, you may contact us by writing or calling Best Case at the following:
Best Case, LLC
P.O. Box 32
Evanston, IL 60204-0032
1.800.492.8037

Best Case Bankruptcy Software, August 1, 2019.