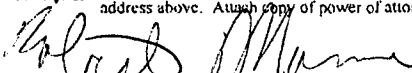


<b>UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF VIRGINIA</b> Debtor against which claim is asserted: (Check only ONE debtor below)		<b>PROOF OF CLAIM</b>
<input checked="" type="checkbox"/> <b>On-Site Sourcing, Inc.</b> 09-10816-RGM		<input type="checkbox"/> <b>DocuForce Financial Corp.</b> 09-10817-RGM
		<input type="checkbox"/> <b>On-Site LA, Inc.</b> 09-10818-RGM
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>Ultimate Software Group INC.</b>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number: _____ (If known)  Filed on: _____
Name and address where notices should be sent: <b>610 Robert Manne</b> <b>2000 Ultimate Way</b> <b>Weston FL 33326</b> Telephone number: <b>954-331-7499</b>		
Name and address where payment should be sent (if different from above):  Telephone number:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars  <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: <u>\$ 9,595.20</u>  If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.  If all or part of your claim is entitled to priority, complete item 5.  <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.  Specify the priority of the claim.  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B)  <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507(a)(4).  <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507(a)(5)  <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507(a)(7)  <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507(a)(8).  <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507(a)( ): _____  Amount entitled to priority: \$ _____  <small>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
2. Basis for Claim: <u>services provided</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: <u>1000</u>  3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information  Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe:  Value of Property: \$ _____ Annual Interest Rate: % _____  Amount of arrearage and other charges as of time case filed included in secured claim, If any: \$ _____ Basis for perfection: _____  Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.  7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)  DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING  If the documents are not available, please explain:		
Date: <u>6/2/09</u> Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.   <b>Robert J. Manne, General Counsel</b>		<b>FOR COURT USE ONLY</b>

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

**FILED**

**JUN 03 2009**

**BMC GROUP**

On-Site Sourcing, Inc.



00165

This Agreement (the "Agreement") is effective as of the date shown in item # 2 below between The Ultimate Software Group Inc. ("Ultimate Software"), a Delaware Corporation with offices at 2000 Ultimate Way, Weston, FL 33326 and the organization specified as Subscription Customer (the "CUSTOMER") each individually referred to as a "Party" and collectively referred to as the "Parties". Ultimate Software is engaged in the business of providing software, support and hosting services, and CUSTOMER wishes to use Ultimate Software's software, support and hosting services on a subscription basis (herein referred to as "Subscription Offering"). In consideration of the covenants and agreements contained herein and in the Terms and Conditions, which is incorporated herein and made a part hereof, CUSTOMER and Ultimate Software hereby agree as follows:

**1. CUSTOMER: For purpose of this Agreement, CUSTOMER shall be the following organization:**

Organization Name: OnSite E-Discovery

Headquarters Address: 832 North Henry Street

City: Alexandria State: VA Zip: 22314

Phone: 703-276-1123 Fax: 703-683-2216

Contact Person Name: Joi Beasley

Title: VP Human Resources

Legal Name: On-Site Sourcing Inc.

State of Incorporation: Delaware

**2. Effective Date of Agreement:** February 20, 2006

**3. Subscription Offering (includes the following):**

**A. Use of the following UltiPro Software Modules:**

Payroll Administration	COBRA Compliance	eEmployee Self-Service
Human Resource	FMLA Tracking	eManagement
Benefits Administration	Performance Tracking	eBenefits Enrollment
Recruiting & Staffing	Health & Wellness Tracking	eTraining Schedules & Enrollment
Training Programs	OSHA/Worker's Compensation	eReporting
Standard Reports Library	Enterprise Integration Tools	Compensation Management
eAdministration	eTime Entry	Training Management
eSystem Administration	eStandard Reports	Rapid Pay
		eSalary Budget Worksheets

**UltiPro Concurrent Users** – 5 concurrent users for the first 1,000 Active EE's plus one additional concurrent user for each 200 Active EE's (or portion thereof) in excess of 1,000 Active EE's.

**Cognos Business Intelligence Tools:**

-Backoffice Component (includes Impromptu and PowerPlay Administrator licenses and one each authoring license for Impromptu and PowerPlay).

Cognos – Impromptu Report Writer User – 5 users for the first 1,000 Active EE's plus one additional user for each 200 Active EE's (or portion thereof) in excess of 1,000 Active EE's. (The 1 Impromptu Administrator license referenced above in the Backoffice Component is also considered as 1 of these 5 users).

-Web Component (Web Reporting includes 25 named users of Impromptu Web Reports: IWR)

**B. "UltiPro Product Support Services" – as defined in Exhibit B**

**C. "Hosting Services" – as defined in Exhibit B**

**4. Pricing Schedule**


**A. "One Time Infrastructure Fee" – as defined in Exhibit B**


\$25.00 per "Active Employee"  
(as defined in Exhibit B)

**B. Subscription Fee (includes Software, Support and Hosting Services)**

During the "Initial Term" (as defined in Exhibit B) Ultimate Software agrees not to increase the Subscription Fee. Any increase thereafter shall not exceed ten percent (10%) per annum.

\$5.50 per Active Employee per  
Month commencing on First  
Live Payroll Date

Ultimate Software 

Customer 

The Subscription Offering is granted to the CUSTOMER for use by the CUSTOMER for 1200 Active Employees. The Subscription Fee above is quoted on a Per Employee Per Month (herein referred to as "PEPM") basis. The computed monthly subscription amount (number of Active Employees multiplied by the Subscription Fee) will not decrease but may increase if the number of Active Employees increases.

In addition, a One Time Infrastructure Fee of \$25.00 per Active Employee will be charged to the CUSTOMER if and when the number of Active Employees exceeds an additional 300 employee's than the number stated above.

Both Parties agree that Ultimate Software will have the right to inspect electronically or otherwise the software masterfile(s) database of the CUSTOMER to determine an accurate number of active employees, defined as persons employed by or being compensated by the CUSTOMER (as would be reported on a W2, 1099 or W2P, or equivalent), or being active in the system for purposes of human resource record keeping, herein referred to as "Active Employees".

- C. As part of the Intersourcing service, Ultimate Software will be responsible for printing W-2 Forms for CUSTOMER. The charge will be \$1.50 for each W-2 processed and Ultimate will supply the form. CUSTOMER will be responsible for shipping costs.
- D. **Implementation Services Fees** \$150 per hour  
Implementation will be performed at this rate or in accordance with the terms and conditions of a Consulting Services Agreement between the parties.
- E. **Regional Classroom Training Fees** \$400 per student – per day  
Ultimate Software shall provide hands-on training at an Ultimate Software regional classroom training facility and provide a comprehensive agenda for all product training. Training will be facilitated by a trained and knowledgeable instructor. All expenses related to training the employees of the CUSTOMER, such as transportation, hotels, meals, etc., will be the responsibility of the CUSTOMER.
5. **Payment Terms**
- A. **One Time Infrastructure Fee**  
This Fee is due upon the Effective Date of this Agreement \$ 30,000
- B. **Subscription Fee**  
The Subscription Fees are due quarterly and invoiced 30 days in advance of the Quarter based on the number of Active Employees during the month two months prior to the start of the Quarter. The amount due upon the Effective Date of this Agreement is payment for the Quarter commencing on the First Live Payroll Date \$ 19,800
- Total Fees Due on Effective Date of this Agreement** \$ 49,800
- C. **Implementation, W-2 and Training Fees**  
Implementation, W-2 and Training Fees are invoiced as incurred and are due upon invoice date.

CUSTOMER agrees to pay Ultimate Software at its office in Weston, Florida for all One Time Infrastructure Fees, Subscription Fees, Implementation, Training, Consulting or other Services plus applicable federal, state and local taxes. All invoices and expense reimbursements not paid within thirty (30) days after the date such amounts are due and payable shall bear interest at a rate of one and one half percent (1.5%) per month.

**Payments may be wired to:** The Ultimate Software Group, Inc., 2000 Ultimate Way, Weston, FL 33326  
Silicon Valley Bank, Santa Clara, CAABA # 121140399, Account # 3300292100

#### **Term and Termination**

This Agreement shall commence on the Effective Date as set forth above and shall continue in effect from that date until thirty six (36) months from the First Live Payroll Date (which is defined as the first date when an Active Employee receives a check or advice of deposit, or CUSTOMER uses the Software for human resource record keeping (Initial Term). CUSTOMER may not cancel the Agreement during this Initial Term. This Agreement shall automatically renew for successive renewal terms of one (1) year each. The CUSTOMER may terminate this Agreement after the Initial Term by serving written notice of its intention at least ninety (90) days prior to the date of next such renewal period. In the event of cancellation, Ultimate Software shall be entitled to compensation for any amounts due to it including, but not limited to, compensation for hours worked as well as outstanding expenses. Ultimate Software shall have the right to terminate this Agreement upon thirty (30) days prior written notice upon any breach hereof by CUSTOMER, provided CUSTOMER shall not have cured such breach during such thirty (30) day period. Upon termination of this Agreement, all rights granted to CUSTOMER will terminate and revert to Ultimate Software.

IN WITNESS WHEREOF, the Parties hereby confirm and agree that this Agreement is effective at the date set forth above and that all terms and conditions have been agreed to:

CUSTOMER: On Site E-Discovery

The Ultimate Software Group, Inc.

Name: William Truchan

Name: ROBERT MANN

Title: CFO

Title: VICE PRESIDENT

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]

Date: 2/24/06

Date: 3/8/06

# EXHIBIT A – Hosting Services Roles & Responsibilities

## Initial Setup Activities

	CUSTOMER	Ultimate
1) Setup Customer's environment to support the processing of UltiPro a) Personal computers <ul style="list-style-type: none"> <li>• Minimum 128 MB of RAM</li> <li>• Operating System – Windows 2000 Professional or Windows XP Professional</li> <li>• Microsoft Internet Explorer – Version 6x or higher; or the then current supported version</li> <li>• Citrix IE Browser Plugin</li> </ul> b) Printers <ul style="list-style-type: none"> <li>i) Ultimate tests and recommends HP-based printers</li> <li>ii) Provide current Windows 2000 based print drivers to Ultimate for Citrix server setup</li> </ul> Provide for the specified connectivity between the Customer's location(s) and the Hosting Site. Minimum recommended connectivity is 128 KBps	Primary	
2) Setup application infrastructure		
a) Contract approval	Primary	
b) Provide licensing for OS-related software (e.g., Microsoft SQL server, Win 2000 server, Citrix, etc.)		Primary
c) Determine hardware/software requirements		Primary
d) Implement/Configure hardware/software with OS-related software		Primary
e) Load UltiPro and other application software as required (i.e., Cognos and terminal server)		Primary

## Ongoing Activities

	Customer	Ultimate
1) Provide hosting environment infrastructure support		
a) Configure and manage firewall(s)		Primary
b) Provide and maintain virus software		Primary
c) Provide data backup & restore <ul style="list-style-type: none"> <li>• Maintain application recovery procedure</li> <li>• Maintain backup procedure</li> <li>• Perform daily backups of files (see separate schedule)</li> </ul>		Primary
d) Monitor production servers 24 X 7 X 365 based on established thresholds		Primary
e) Conduct capacity planning <ul style="list-style-type: none"> <li>• Track application and network utilization</li> <li>• Forecast growth and the impact on network and application</li> </ul>		Primary
2) Provide ongoing hosting environment maintenance		
a) Maintain IDs & Passwords for: <ul style="list-style-type: none"> <li>• UltiPro via USExplorer</li> <li>• UltiWeb via Siteadmin</li> <li>• Cognos Impromptu and Powerplay</li> </ul>	Primary	Secondary
b) Maintain IDs & passwords for: <ul style="list-style-type: none"> <li>• Citrix; Database; SysAdmin &amp; operator accounts; OS User ID security)</li> </ul>		Primary
c) Provide system maintenance and upgrades for UltiPro and OS		Primary
d) Provide application infrastructure and network infrastructure maintenance		Primary
e) Perform recurring system maintenance daily, 12:00 a.m. to 2:00 a.m. Eastern Time – except Saturdays (customers could be down during this period)		Primary
f) Perform enhancements and upgrades as required on Saturday, 12:01a.m. to 2:00p.m. Eastern Time. (Customers could be down during this period).		Primary
g) Perform emergency maintenance as required provided that Ultimate Software will use best efforts to notify the Customer's point of contact via e-mail. (Customers could be down during this period).		Primary
3) Maintain Customer-side environment	Primary	
a) Maintain PCs, printers, and software		
b) Manage the connectivity between Customer and Ultimate Software		
c) Provide UltiPro Web web-side administration		
Note: Ultimate Software reserves the right to direct changes to Customer's environment.		
4) Notify Ultimate Software of events that permit changes to contractual terms such as number of employees, number of users, etc.	Primary	

# EXHIBIT A – Hosting Services Roles & Responsibilities

## Backup Schedule

Day	What	Retention	Location
Monday – Thursday	Full SQL database backup	7 days	Off Site
Friday	Full SQL database backup Selected MetaFrame folders Selected web server folders	4 weeks	Off Site
Monthly	Full SQL database backup Selected MetaFrame folders Selected web server folders System backup	3 months	Off Site

Note: CUSTOMER acknowledges that the contents of Exhibit A may change from time to time as is required by changes to normal business conditions. It is further understood by CUSTOMER that any changes to Exhibit A will be applicable to all Ultimate Software Customers that are utilizing Hosting Services. Ultimate Software will make best efforts to publish such changes to Exhibit A within a reasonable time frame to the Ultimate Software Support Website.

### Service Level Objective for Hosting Services:

Ultimate Software's Service Level Objective for the Hosting Environment, including, but not limited to, access to UltiPro Software Programs and Hosting Services and Responsibilities, is to make these services available a minimum of ninety seven (97%) percent of the time as measured over any three consecutive months, not to include activities as denoted in "Ongoing Activities Matrix" under 2. e., 2.f and 2. g. above.

In the event all users have no access to the UltiPro HRMS/Payroll system and hosting services, these calls will receive the highest priority and Ultimate Software will make every best effort to return these calls within one hour.

# The Ultimate Software Group, Inc Intersourcing Service Model Terms & Conditions

**Preamble:** The Terms and Conditions are a part of the Intersourcing Agreement and is incorporated by reference therein. It is effective as of the date shown on the Intersourcing Agreement ("Agreement") between The Ultimate Software Group Inc. ("Ultimate Software"), a Delaware Corporation with offices at 2000 Ultimate Way, Weston, FL 33326 and the organization specified as CUSTOMER on the Agreement ("CUSTOMER"); (each individually referred to as a "Party" and collectively referred to as the "Parties").

## Proprietary Protection and Restrictions

Ultimate Software has and shall have sole and exclusive ownership of all rights, title, and interest in the UltiPro Software Programs and all modifications and enhancements thereof (including ownership of all trade secrets copyrights, and intellectual property rights pertaining thereto). CUSTOMER is only permitted to use the Software or any services provided by Ultimate Software for its own employees and is not permitted to provide service bureau, data processing, time sharing services or to otherwise provide payroll or human resource record keeping for third parties.

Ultimate Software hereby represents and warrants to CUSTOMER that the services provided will not violate the patent, copyright, or other proprietary rights of any third party, and that Ultimate Software will defend, indemnify and hold harmless CUSTOMER from any claim of copyright, patent or similar infringement provided CUSTOMER notifies Ultimate Software in writing immediately upon notice of such claim and cooperates fully in the defense of such claim. Ultimate Software shall have full and exclusive control of any such defense and settlement of the claim.

## UltiPro Product Support Services (as defined in Exhibit B)

Ultimate Software shall maintain a National Customer Support Center (NCSC) capable of receiving telephone, fax, modem or Internet transmission reports of software irregularities. CUSTOMER may report software or operator problems and seek assistance in the use of the Software. Ultimate Software will maintain a product-trained and knowledgeable staff capable of rendering the services set forth in this Agreement. Ultimate Software will use all reasonable diligence to correct verifiable and reproducible errors when reported to the NCSC.

After hour customer support, including weekends, is available upon request and is billed at \$150 per hour or the then current published rate.

Performance of UltiPro Product Support Services or other services is contingent upon all payments, due to Ultimate Software pursuant to this Agreement or any other agreement between the Parties, being paid in a timely manner.

## Hosting Services and Responsibilities

Hosting Services consist of providing the necessary network infrastructure, computer hardware, third party software, database administration services and connectivity point at the hosting facility (herein referred to as the "Hosting Site" as defined in Exhibit B). Ultimate Software reserves the right to change the location of the Hosting Site if it deems necessary. At the Hosting Site will be the database server, application server, web server and Remote Terminal Services server necessary to run and support the UltiPro Software application from a remote location(s) with the number of Active Employees and Concurrent Users referred to in Section 3 - Subscription Offering.

CUSTOMER will be responsible to provide for the specified connectivity between the CUSTOMER'S location(s) and the Hosting Site. It is expressly understood and acknowledged by CUSTOMER that Ultimate Software does not guarantee or warrant the quality, speed or uninterrupted availability of the Hosting Services as it relates to the connectivity to the Hosting Site. CUSTOMER agrees that Ultimate Software will have no liability for and CUSTOMER will not be excused from any of its obligations under the Agreement as a result of the quality, speed or interruption of the communication lines for the Hosting Services. Provided CUSTOMER supplies the communication connectivity, Ultimate Software shall provide the CUSTOMER network access to the Hosting Site servers and the UltiPro Software application as needed with support personnel being available as stated under the UltiPro Product Support Services section above.

The chart attached (see Exhibit A - herein made a part of this Agreement) outlines certain roles and responsibilities related to each Party. CUSTOMER acknowledges that Ultimate Software shall perform from time to time certain administrative tasks, such as daily backups, applying software upgrades and releases and preventive maintenance on the computer hardware. The chart includes certain scheduled and non-scheduled maintenance activities. Hosting Services shall include availability to the necessary servers, UltiPro Software application and database information as per Exhibit A.

## Sale, Assignment and Delay

CUSTOMER'S rights may not be transferred, leased or assigned except in its entirety to (1) a successor in interest of CUSTOMER'S entire business which assumes the obligations of this Agreement (provided the successor is, after the transfer or assignment, similar in size and nature to Customer) or (2) any other party who is reasonably acceptable to

Ultimate Software, who enters into a substitute version of this Agreement and who pays an administrative fee intended to cover attendant costs.

Ultimate Software shall not be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, fire, strike, war, riots, acts of civil or military, judicial actions, acts of God, or any other casualty or natural calamity. Ultimate Software reserves the right to commence charging the Subscription Fee to the Customer prior to the First Live Payroll Date if the Customer by its action, inaction or lack of cooperation causes the First Live Payroll Date to be delayed.

#### **Confidential Information**

Except as otherwise permitted under this Agreement, Ultimate Software and CUSTOMER will not knowingly disclose to any third party, or make use of any Confidential Information during the term of this Agreement and for three (3) years thereafter. For purposes of this Agreement, "Confidential Information" will mean non-public information of a Party to this Agreement. In addition to the foregoing, the Parties agree to not, at any time, during or at any time after the term of this Agreement, in any fashion, form or manner, either directly or indirectly, divulge, disclose or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature or description concerning any matters relating to each others' business, including, but not limited to, names of employees, CUSTOMER companies, its manner of operation, the nature, or descriptions of, its plans, processes or data of any other kind. Without regard to whether any or all of the foregoing matters would be confidential, the Parties hereto stipulate that as between them, the same are important, material and confidential. This Agreement shall not be deemed to prevent the disclosures of information after having received prior consent from the other Party. This Agreement does not apply to information in the public domain at the time of disclosure, or which is or becomes publicly available without breach of the Agreement, or which is known to the Parties receiving it at the time of disclosure, or which is received from a third party who has not breached any Agreement with the Party claiming confidentiality, or which is disclosed by the Party claiming confidentiality to third parties on a non-restricted basis.

#### **Limited Warranty**

ULTIMATE SOFTWARE WARRANTS THAT THE SERVICES RENDERED WILL CAUSE THE ULTI PRO SOFTWARE MODULES TO SUBSTANTIALLY PERFORM IN ACCORDANCE WITH THE ULTIMATE SOFTWARE USER MANUALS. ULTIMATE SOFTWARE WILL MAKE ALL NECESSARY CORRECTIONS TO FULFILL THE FOREGOING WARRANTY WITHOUT ADDITIONAL COST TO THE CUSTOMER. DURING THE 36 MONTH TERM FROM THE EFFECTIVE DATE OF THIS AGREEMENT, THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY MATERIAL BREACH OF ANY PROVISION OF THIS AGREEMENT OR FOR ANY WARRANTY SHALL NOT, UNDER ANY CIRCUMSTANCES, EXCEED THE AMOUNT OF THE SUBSCRIPTION FEE FOR THE TWELVE MONTH PERIOD PRIOR TO THE ALLEGED BREACH. SUBSEQUENT TO THE PERIOD 36 MONTHS FROM THE EFFECTIVE DATE OF THIS AGREEMENT, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY MATERIAL BREACH OF THE AGREEMENT OR ANY WARRANTY SHALL NOT, UNDER ANY CIRCUMSTANCES EXCEED THE AMOUNT OF THE SUBSCRIPTION FEE FOR THE THREE MONTH PERIOD PRIOR TO THE ALLEGED BREACH. REFERENCE TO BREACH OF THIS AGREEMENT SHALL INCLUDE ANY SUPPLEMENT, ADDITIONS OR AMENDMENTS TO THIS AGREEMENT. IN NO EVENT SHALL ULTIMATE SOFTWARE BE LIABLE FOR ANY LOST REVENUES OR LOST PROFITS, OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY NATURE WHATSOEVER. ULTIMATE SOFTWARE HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Entire Agreement**

This Agreement, represents the entire understanding of the Parties with respect to its subject matter, and supersedes and extinguishes all prior oral or written communications between the Parties about its subject matter. Any CUSTOMER order or similar document which may be issued with this Agreement does not modify this Agreement, and in case of conflict, this Agreement shall control. No modification of this Agreement will be effective unless it is in writing, is signed by each Party, and expressly provides that it amends this Agreement.

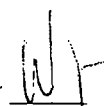
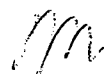
In the event that any of the terms of this Agreement is, or becomes, or is declared to be invalid or void by any court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.

#### **Publicity**

Both Parties agree that Ultimate Software shall be entitled to refer to the existence of this Agreement, and the fact that CUSTOMER is a customer of Ultimate Software.

#### **Governing Law**

This Agreement shall be governed by and construed in accordance with the internal laws of the state of Florida and jurisdiction and venue for any action regarding this Agreement or for breach of it shall be in Broward County, Florida. The prevailing Party in any such action shall be entitled to recover its reasonable attorney's fees and cost from the non-prevailing Party.





## EXHIBIT B

### INTERSOURCING SERVICE MODEL AGREEMENT DEFINITIONS

**Effective Date** – the date as denoted on Page 1, Section 2 of the Intersourcing Service Model Agreement.

**UltiPro Concurrent Users** – the number of backoffice users that can access the system simultaneously. Backoffice users are the users who typically administer security, build system level tables, etc.)

**UltiPro Product Support Services** – entitles the CUSTOMER to ongoing customer phone, fax and modem support as needed between normal business hours (8:30AM to 5:30PM CUSTOMER'S Local Time - Monday through Friday) and includes periodic enhancements and modifications to the Software furnished by Ultimate Software, as well as federal, state and local tax updates.

**Hosting Services** – consist of providing the necessary network infrastructure, computer hardware, third party software, database administration services and connectivity point at the hosting facility.

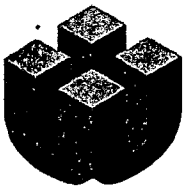
**One Time Infrastructure Fee** – fee for appropriation of hardware, software licensing, environment configuration, etc., as described in Exhibit A - Hosting Services Roles & Responsibilities.

**Active Employees** – persons who receive a check or advice of deposit from the UltiPro software or is active in the system for purposes of human resource record keeping at any time during a given month. Each person will be counted only one time in each month regardless of the number of checks or advices of deposit received by that person in that month.

**Initial Term** – thirty-six (36) months from the First Live Payroll.

**First Live Payroll** – the first date when payroll processing commences for an Active Employee to receive a check or advice of deposit from the UltiPro Software or the Software is used for Human Resource record keeping.

**Hosting Site** – BellSouth e-business Center which is located at 444 N.W. 79th Avenue, Miami, FL 33126, or other location selected by Ultimate Software.



The Ultimate Software Group, Inc.  
 Attn: Accounting Department  
 1485 North Park Drive  
 Weston, FL 33326  
 954-331-7000 Phone  
 954-331-7303 Fax

INVOICE INV168115  
 INVOICE DATE 11/30/2008  
 PAGE 1

**BILL TO:**  
 OnSite E-Discovery  
 Attn: Accounts Payable  
 2011 Crystal Drive, Suite 200  
 Arlington, VA 22202

**SHIP TO:**

PURCHASE ORDER NO.	CUSTOMER NUMBER	SHIPPING METHOD	PAYMENT TERMS
PEPM-Estimate	ONS1000		DUE IN 30 DAYS 12/30/2008

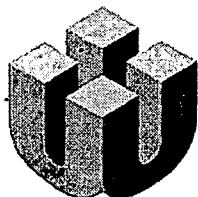
QUANTITY	ITEM	DESCRIPTION	UOM	DISCOUNT	UNIT PRICE	EXTENDED PRICE
3,600.00	Intersourcing	Est. Subscription Fee Jan-Mar 09 Based on Min EE's	EA	\$0.00	\$5.50	\$19,800.00

Subtotal	\$19,800.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00

OnSite E-Discovery  
 ONS1000

Net Invoice	\$19,800.00
Paid/Credit to date	\$12,100.00
Amount Due	\$7,700.00

**Thank You**



The Ultimate Software Group, Inc.  
 Attn: Accounting Department  
 1485 North Park Drive  
 Weston, FL 33326  
 954-331-7000 Phone  
 954-331-7303 Fax

INVOICE INV173018  
 INVOICE DATE 01/28/2009  
 PAGE 1

**BILL TO:**

OnSite E-Discovery  
 Attn: Accounts Payable  
 2011 Crystal Drive, Suite 200  
 Arlington, VA 22202

**SHIP TO:**

PURCHASE ORDER NO.	CUSTOMER NUMBER	SHIPPING METHOD	PAYMENT TERMS
W2	ONS1000		DUE UPON RECEIPT 1/28/2009

QUANTITY	ITEM	DESCRIPTION	UOM	DISCOUNT	UNIT PRICE	EXTENDED PRICE
756.00	W2	Print Services	EA	\$0.00	\$1.50	\$1,134.00
1.00	W2	Shipping	EA	\$0.00	\$66.20	\$66.20

Subtotal \$1,200.20  
 Tax \$0.00  
 Freight \$0.00  
 Trade Discount \$0.00

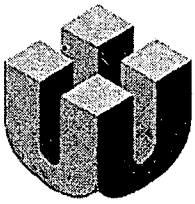
OnSite E-Discovery

Net Invoice \$1,200.20  
 Paid/Credit to date \$0.00

ONS1000

**Thank You**

Amount Due \$1,200.20



The Ultimate Software Group, Inc.  
 Attn: Accounting Department  
 1485 North Park Drive  
 Weston, FL 33326  
 954-331-7000 Phone  
 954-331-7303 Fax

INVOICE INV163549

INVOICE DATE 10/17/2008

PAGE 1

**BILL TO:**

OnSite E-Discovery  
 Attn: Accounts Payable  
 2011 Crystal Drive, Suite 200  
 Arlington, VA 22202

**SHIP TO:**

PURCHASE ORDER NO.	CUSTOMER NUMBER	SHIPPING METHOD	PAYMENT TERMS
Training Class	ONS1000		DUE IN 30 DAYS 11/16/2008

QUANTITY	ITEM	DESCRIPTION	UOM	DISCOUNT	UNIT PRICE	EXTENDED PRICE
1.00	Course-310	Touloumes, Andra on 10/16/2008	EA	\$0.00	\$695.00	\$695.00

Subtotal	\$695.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00

OnSite E-Discovery  
 ONS1000

Net Invoice	\$695.00
Paid/Credit to date	\$0.00

**Thank You**

Amount Due	\$695.00
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