SHAREDED SERVICES AGREEMENT

THIS SERVICE AGREEMENT, (the "Agreement"), is made and entered into this _____ day of __________, 2008, by and between Midwest Paralegal Services, Inc., a Wisconsin corporation, Midwest Imaging and Electronic Data Support, a Division of Midwest Paralegal Services, Inc. ("Midwest"), and ____________________ ("Purchasers").

1. **Engagement.** Purchasers hereby engage Midwest for general imaging services ("Imaging"), electronic data processing and production services ("EDP Services") and data hosting services ("Hosting Services") (collectively, the "Services") and Midwest hereby consents to the engagement by Purchasers and agrees to provide such services in accordance with the terms and conditions contained in this Agreement.

2. **Term.** The term of the Services by Midwest under this Agreement shall commence upon the date of this Agreement, and shall continue until notified in writing that Purchasers no longer need the Services. Notwithstanding the foregoing, Midwest may, at any time during the term of this Agreement, terminate this Agreement upon _______ business days notice provided to any individual Purchaser in writing that Midwest will terminate the Agreement and will no longer provide Services to such Purchaser at the expiration of the current period of prepaid Hosting Services.

3. **Fee.** In exchange for Midwest providing the Services to Purchasers in accordance with the terms of this Agreement, Purchasers hereby agree to pay to Midwest according to the Schedule, dated __________, attached as Exhibit A.

4. **Procedure.**
   
   a. Each individual Purchaser will designate a contact with the authority to receive the invoices. Each Purchaser will also designate a contact with authority to make project management decisions.
   
   b. Midwest will divide the invoice total by the total number of Purchasers involved in the agreement to determine the proportionate share of each individual Purchaser. Each Purchaser will receive the total backup documentation for the invoice with the proportionate share of the Services charged to each Purchaser.
   
   c. Fees for Hosting Services are billed in advance on a monthly basis. No refunds will be given for any unused services remaining at termination of this Agreement.
   
   d. Midwest is not required to maintain backups or copies of data, images or electronic files longer than thirty days past the date upon which the final project invoice is issued.
e. Midwest will load the data to be hosted into a Concordance database of a structure agreed to by the Purchasers. A sufficient number of databases, as agreed by Purchasers, will be established to maintain confidentiality and security of the work product of individual Purchasers.

f. Each Purchaser will receive at least one (1) separate login and password for FYI access via their own Internet connection and service provider. Any Purchaser may request and receive additional logins at its own cost. It is the individual Purchaser’s responsibility to ensure and maintain the security of its login and password and to promptly notify Midwest in the event of a security breach. A Purchaser will be responsible for any subsequent fees in the event an existing login and password must be changed as the result of the Purchaser’s action or inaction.

g. If an additional party requests access to the hosted data pursuant to this Agreement, notification will be made to each of the Purchasers currently sharing the Services. Upon receipt of written authorization from Purchasers and a signed copy of this Agreement from the requesting party, the requesting party will receive a login and password and be made a party to this Agreement.

h. Purchasers given access after the implementation of this Agreement will be billed a proportionate share of the cost of Imaging and EDP Services incurred by the initial Purchasers, and that amount will be credited to the initial Purchasers against future invoices.

i. Midwest reserves the right to provide individual Imaging and/or EDP services as contracted and billed directly to any individual Purchaser. For example, if an individual Purchaser wants Midwest to image all privileged documents that are not to be produced to any other Purchaser, all Purchasers agree that Midwest may provide that service.

5. Payment. Midwest shall issue to Purchasers invoices on a bi-weekly basis for Services rendered in the preceding two weeks, including expenses incurred and a 3% contract administration fee, except that monthly fees for data hosting will be billed prospectively on a monthly basis and will appear on the first regular invoice issued in the month. Invoices are to be paid within thirty (30) days of the date of such invoice. Any party that has past due invoices totaling more than $5,000 will not be provided any additional work product, and online access to data will be suspended until the outstanding invoices are made current. This suspension will affect only the party with a delinquent account. If there are any questions or concerns regarding the invoicing, they must be directed to Ron Kroes via email at rkroes@midwestparalegal.com within 14 days of the date of the invoice.

6. Indemnification. Purchaser hereby agrees to indemnify and hold Midwest harmless from and against all liabilities, claims, demands, actions, suits, damages, judgments, orders, expenses, and damages of any and all kinds, including reasonable attorneys fees, court costs, and disbursements and other litigation costs and expenses, arising out of to the Purchaser's negligence or other wrongful acts in connection with the Services provided by Midwest to Purchaser. Midwest agrees to indemnify and hold Purchaser harmless in the same manner provided above, for Midwest's negligence or other wrongful acts in connection with the Services Provided by Midwest.

Purchaser's obligations for indemnification specified in this Agreement shall specifically extend to any and all costs incurred by Midwest for legal representation, including but not limited to actual attorneys fees, and other costs and disbursements which arise or result from Midwest being compelled to appear as
a witness or providing testimony as a result of providing the Services to Purchaser. Midwest and Purchaser's indemnifications and obligations under this Agreement shall survive the termination of this Agreement and the termination of the provision by Midwest of the Services.

7. **Confidentiality.** Midwest agrees to keep any and all information Midwest receives from Purchasers, or any individual Purchaser, confidential, and will not use or disclose any such information without first obtaining the written consent of the Purchaser for such disclosure or use.

8. **Miscellaneous.** This Agreement shall be subject to and governed by the laws of the State of Wisconsin. Venue for any suit or other proceeding hereunder shall be properly placed in Milwaukee County, Wisconsin, and both parties waive any objection to venue of any such proceeding therein.

This Agreement is binding upon all of the parties hereto, their respective successors and assigns. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity of all other terms hereof shall not be affected thereby.

If any term, covenant, or provision of this Agreement shall be found to be illegal or unenforceable by a court of competent jurisdiction, such revision may be modified by such court only to the extent necessary to make such provision, as modified, valid, and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

MIDWEST PARALEGAL SERVICES, INC.

By: __________________________
Title: __________________________

PURCHASER:

By: __________________________
Title: __________________________

Authorized Representative