

FILEONE, INC.
FIRST AMENDMENT TO SOFTWARE SERVICE AGREEMENT

This First Amendment ("Amendment") shall be deemed a material part of that certain Software Service Agreement, Contract No. 2010-000051, by and between FileONE, Inc. ("FileONE"), a North Carolina corporation, with Federal Identification Number 56-2137429, having its principal offices at 5520 Dillard Drive, Suite 280, Cary, NC, acting through its President, Robert Sydnor and the Department of State of Puerto Rico ("Customer"), with Corporate Social Security Number, 660-43-3481, acting through its Under Secretary, Vanessa Viera-Rabelo, Esq., of legal age, single and resident of Carolina, Puerto Rico, with an address of P.O. Box 9023271, San Juan, PR 00902-3271 dated 12/18/2009 (the "Agreement"). The terms of this Amendment shall modify and supersede any and all inconsistent terms of the Agreement. Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Agreement.

RECITALS:

- A. WHEREAS, FileONE is specialized in offering business services filing systems to Secretary of State offices throughout the United States, including, but not limited to Uniform Commercial Code Registration, Business Entity Registration and, Trademark Registration.
- B. WHEREAS, The Customer is authorized to enter this Agreement by Law No. 101 of July 12, 2002, 3 PR Stats Ann §53(14).
- C. WHEREAS, in order to comply with the deadlines established in Attachment 3 of the Agreement and due to the proximity of the Annual Report filing season, which begins on March 15th and ends on July 15th, Customer needs to acquire new equipment as soon as possible. Customer understands that not complying with the deadlines agreed with FileONE is subject to penalties, as established in the Agreement. Such delays also imply that the Online Annual Report Filing may not go live on or before March 15th, 2010, but it will go live on or after March 15th, 2011.
- D. WHEREAS, Customer has no funds available to acquire the necessary equipments and comply with the established deadlines.
- E. WHEREAS, in order to help Customer comply with the deadlines established in the Agreement, FileONE has agreed to acquire the necessary equipment.
- F. WHEREAS, both parties recognize their legal standing to execute this Amendment to Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals (which are specifically incorporated herein by this reference) and the mutual representations, warranties, covenants and agreements set forth below, the parties hereby agree to amend the Agreement as follows:

ONE: Article II, Section 2.6 is hereby deleted in its entirety and replaced in its entirety as follows:

2.6 Customer Equipment, Supplies and Services. Customer will provide all required client workstations, scanners, label printers, laser printers, check scanners and other equipment,

supplies and services necessary to use the service. Customer may request that FileONE procure such equipment, supplies and services for the Customer, on an ongoing basis, in order for Customer to utilize the service as set forth in the Agreement. If Customer requests that FileONE procure any equipment, supplies and services on its behalf, Customer shall contact FileONE and provide FileONE with a list of the requested items in writing. If FileONE agrees to procure such items requested by Customer, FileONE shall deliver to the Customer a purchase order setting forth the items requested, delivery dates as well as the price and payment terms for such items. Thereafter, the parties shall execute the purchase order for each applicable purchase. If agreed to by FileONE in a purchase order, FileONE may pay for the equipment, supplies and services directly and shall be entitled to deduct the price of the equipment, supplies and services as set forth in a written purchase order directly from the funds deposited in the Hosted Software Operating Account (HSOA), as defined in Attachment 2 of the Agreement. . In the event there are insufficient funds in the HSOA to cover FileONE's purchase of the Customer items at the time of FileONE's purchase, the Customer shall have ninety (90) days in which to make available the proper amount of funding in the HSOA account to cover each applicable FileONE purchase. In the event there remains insufficient funds in the HSOA account after the ninety (90) day period to cover FileONE's purchase of items on behalf of the Customer, FileONE shall invoice the Customer directly and Customer shall pay for such items within thirty (30) days of its receipt of the applicable invoice from FileONE. Title to the equipment and supplies shall not pass to the Customer until all amounts related to such equipment and supplies have been paid in full by Customer. FileONE will make reasonable efforts to acquire the equipment at the best possible prices. Reasonable efforts should be consistent with FileONE's past practice or the practice standard of the industry, that which is most beneficial for the Customer.

TWO: Except as specifically set forth in this Amendment, all remaining terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment to the Agreement has been executed effective the date it is signed by the last of the parties hereto (the "Effective Date") and upon the filing at the Office of the Comptroller of the Commonwealth of Puerto Rico in accordance with Section 3.27 of the Agreement.

FILEONE, INC.
acting through its President,
Robert Sydnor
5520 Dillard Drive, Suite 280
Cary, NC 27518

Fax No. (919) 854-4115

Signature

Robert Sydnor
President

Date:

February 5, 2010

DEPARTMENT OF STATE OF PUERTO RICO
acting through its Under Secretary,
Vanessa Viera-Rabelo, Esq.
P.O. Box 9023271
San Juan, PR 00902-3271

Fax No. (787) 725-7303

Signature

Vanessa Viera-Rabelo, Esq.
Under Secretary of State

Date:

February 5, 2010