

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,

