

FILEONE, INC.**SECOND AMENDMENT TO SOFTWARE SERVICE AGREEMENT**

This Second Amendment ("Amendment") shall be deemed a material part of that certain Software Services Agreement by and between FileONE, Inc., a North Carolina corporation ("FileONE") 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 Secretary, Hon. Kenneth D. McClintock, of legal age, married and resident of San Juan, Puerto Rico, with an address of P.O. Box 9023271, San Juan, PR 00902-3271 ("Initial Agreement") as amended by a First Amendment to Agreement dated February 5th, 2010 ("First Amendment") (Initial Agreement and First Amendment collectively referred to as "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

WHEREAS, FileONE and Customer entered into the Agreement under which FileONE will be supplying its SystemWorks business filing systems and other related services to Customer;

WHEREAS, both FileONE and Customer wish to make a second amendment to the Agreement with respect to said services FileONE will be providing to the Customer;

WHEREAS, the Agreement is a valid and subsisting agreement between FileONE and Customer and both parties shall continue to be bound by the terms and conditions of the Agreement not otherwise amended herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby specifically incorporated into, and deemed a material part of, this Amendment.
2. **Back File Services.** A new Section 2.15 is hereby added to the Agreement as follows.

"2.15 Back File Services Provided by FileONE. FileONE shall provide certain Back File Services to the Customer in accordance with the terms of this Agreement and FileONE's proposal set forth on Attachment 5 attached hereto and fully incorporated herein by this reference. For all purposes under this Agreement, the Back File Services to be performed by FILEONE as set forth on Attachment 5 shall be included in the definition of Service as set forth in and used throughout this Agreement. Generally, FileONE shall provide certain scanning, imaging, indexing, storage and 2009 Annual Report rejection and validation services to the Customer for the Customer's business filing documents. In exchange for FileONE's performance of the Service, the Customer shall pay FileONE the amounts set forth on Attachment 2 and in accordance with the payment schedule on Attachment 2. The Customer acknowledges and agrees that FileONE may utilize the services of third party entities and/or

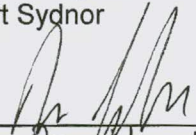
subcontractors to perform some or all of the Service contemplated herein. FileONE acknowledges and agrees that in the event any of the Service is subcontracted, FileONE shall remain responsible for the satisfactory performance of the Service included in any subcontract agreement FileONE may enter into."

3. **Attachments to Agreement.** Attachment 2 to the Agreement is hereby deleted in its entirety and replaced in its entirety with Attachment 2 attached hereto and fully incorporated herein by this reference. In addition, a new Attachment 5, attached hereto and fully incorporated by this reference, is hereby added to the Agreement.

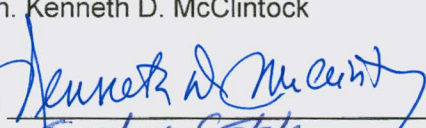
4. **Continuing Validity of Agreement.** Except as specifically set forth in this Amendment, all remaining terms and conditions of the Agreement shall remain in full force and effect.

EXECUTED as of the 28th day of December, 2010.

FileONE, INC.
acting through its President,
Robert Sydnor

By: 
Its: President

Department of State of Puerto Rico
acting through its Secretary,
Hon. Kenneth D. McClintock

By: 
Its: Secretary of State



