

FILEONE, LLC.FIFTH AMENDMENT TO SOFTWARE SERVICE AGREEMENT

This Fifth 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"), a Second Amendment to Agreement dated December 28, 2010 ("Second Amendment"), a Third Amendment to Agreement dated September 2, 2011 ("Third Amendment") and a Fourth Amendment to Agreement dated October 25, 2011 (Initial Agreement, First Amendment, Second Amendment, Third Amendment, and the Fourth Amendment are collectively referred to as 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

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 fifth amendment to the Agreement with respect to said services FileONE will be providing to the Customer;

WHEREAS, Effective October 1, 2011, FileONE changed its form of legal entity from a C-corporation to a limited liability company. As a result of the foregoing and by operation of law, FileONE, LLC has assumed all rights and obligations set forth under this Agreement;

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. Additional Services. A new Section 2.16 is hereby added to the Agreement as follows.

"2.16 Additional Services Provided by FileONE. FileONE shall provide certain additional services ("Additional Services") to the Customer in accordance with the terms of this Agreement and FileONE's proposal set forth on Attachment 7 attached hereto and fully incorporated herein by this reference. For all purposes under this Agreement, the Additional Services to be performed by FileONE as set forth on Attachment 7 shall be included in the definition of Services as set forth in and used throughout this Agreement. Generally, the Additional Services to be provided by FileONE shall include: Trademark Backlog, Initial

