

Fill in this information to identify the case:

Debtor 1 HIGHLAND CAPITAL MANAGEMENT LP

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: NORTHERN District of TEXAS

Case number 19-34054-sgj11

FILED

DEC 30 2019 OS

CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

Official Form 410

04/19

Proof of Claim

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor? ADVENT SOFTWARE INC
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else? No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	<u>ADVENT SOFTWARE INC</u> Name <u>ATTN: BILL HALL</u> <u>600 TOWNSEND ST # 4000</u> Number Street <u>SAN FRANCISCO CA 94103</u> City State ZIP Code Contact phone <u>415 645 1520</u> Contact email <u>bhall@sscinc.com</u>	<u>ADVENT SOFTWARE INC</u> Name <u>ATTN: BILL HALL</u> <u>600 TOWNSEND ST SUITE 4000</u> Number Street <u>SAN FRANCISCO CA 94103</u> City State ZIP Code Contact phone <u>415 645 1520</u> Contact email <u>bhall@sscinc.com</u>

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Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed? No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim? No N/A
 Yes. Who made the earlier filing? _____



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 6 9 3 5 7

7. How much is the claim? \$ 8378.68 Does this amount include interest or other charges? No Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.

GENEVA SOFTWARE ANNUAL CONTRACT EXPIRING MAY 10, 2020

9. Is all or part of the claim secured? No Yes. The claim is secured by a lien on property.

Nature of property:

- Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
- Motor vehicle
- Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %

- Fixed
- Variable

10. Is this claim based on a lease? No Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No Yes. Identify the property: _____

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12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check one:

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 12/26/2019
MM / DD / YYYY

B. Hall
Signature

Print the name of the person who is completing and signing this claim:

Name BILL R HALL
First name Middle name Last name

Title CORPORATE CREDIT MANAGER

Company ADVENT SOFTWARE INC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 600 TOWNSEND ST # 4000
Number Street

SAN FRANCISCO CA 94103
City State ZIP Code

Contact phone 415 645 1520 Email bhall@sscinc.com

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ROBERTSON CARSON CONSULTANTS

ADVENT



ORDER ACKNOWLEDGEMENT FOR
SOFTWARE
TERM LICENSE

3/31/2014

Highland Capital Management ("Licensee")
Copy Number: 69357
300 Crescent Ct, Ste 700
Dallas, TX 75201-7849
United States

CONTRACT CONTACT: Cliff Stoops

CONTRACT CONTACT
E-MAIL ADDRESS: cstoops@hcmjp.com

BILLING ADDRESS: 300 Crescent Ct, Ste 700
Dallas, TX 75201-7849
United States

INSTALLATION ADDRESS: 300 Crescent Ct, Ste 700
Dallas, TX 75201-7849
United States

Dear Cliff Stoops:

This document serves as firm confirmation of Licensee's order to license the following software (the "Software") and receive the Maintenance services during the Term, as defined below, and to engage Advent for the additional services, if any, for the fees described:

A. SOFTWARE AND MAINTENANCE SERVICES.

I. SOFTWARE

<u>Software</u>	<u>Delivery Method</u>	<u>Quantity</u>	<u>Type of Use</u>	<u>Fee</u>
GENEVA APPLICATION BUNDLE (GB11), TERM LICENSE, PRODUCTION	ELECTRONIC	10	CONCURRENT USERS	As set forth in Section C.

The GENEVA APPLICATION BUNDLE (GB11), TERM LICENSE, PRODUCTION Module licensed hereunder includes the following components:

GENEVA SERVER, TERM LICENSE, PRODUCTION
GENEVA FUND STRUCTURES, TERM LICENSE, PRODUCTION
GENEVA PERFORMANCE MEASUREMENT, TERM LICENSE, PRODUCTION
GENEVA, TERM LICENSE, PRODUCTION
GENEVA DATA BROWSER, TERM LICENSE, PRODUCTION

The GENEVA APPLICATION BUNDLE (GB11) may be installed on an unlimited number of servers (including servers for testing or disaster recovery purposes) provided that the total number of concurrent users in the single production environment does not exceed the number of Users licensed for the Geneva software.

The license granted hereunder may only be used by Licensee solely for internal investment management purposes. Use of the Software for any other purpose, including but not limited to the tracking and reporting of assets for third parties, the provision of prime brokerage or fund administration services to third parties or to itself, or the hosting of the Software on behalf of a third party, is strictly prohibited.

2. MAINTENANCE SERVICES

Pinnacle Maintenance services for the Software licensed hereunder are included through the end of the Term and, provided that the term has renewed, any such renewal. Under Pinnacle Maintenance, Licensee shall receive the following: (i) unlimited technical support consultation on the use of the GENEVA APPLICATION BUNDLE (GB11), software and assistance in error isolation and correction during Advent's normal business hours (8:00 AM to 8:00 PM ET), and (ii) the prompt furnishing of any available problem solutions from Advent relating to the currently supported version(s) of the software, and (iii) provision of Updates.

Advent shall not be obligated to provide Maintenance for any unpaid portion of the Term or after expiration of the Term. Licensee must contract for the same level of Maintenance services for all software licensed by Licensee.

B. TERM

Notwithstanding anything to the contrary in any other agreement, order acknowledgement, or order schedule between Licensee and Advent, the license to the Software issued hereunder only permits the use of the Software for the period set forth below (the "Term") unless terminated earlier as provided in the Agreement:

Term Start Date: 5/11/2014

Term End Date: 5/10/2017

The Software may be date-limited to prevent Licensee from using the Software for any unpaid portion of the Term or after expiration of the Term, and Advent shall not be responsible for any interruption of use, or inability to access or process data as a result. In the event the Term is not renewed, Licensee agrees to cease all use of the Software, and return to Advent or destroy all copies of the Software and provide Advent with written certification thereof.

At the end of any initial or renewed Term, as applicable, and subject to the terms herein, the Term of this Order Acknowledgement shall renew for additional 1 year periods (each a "renewed Term") with the annual fee for each Contract Year (defined below) for each renewed Term equal to Advent's standard fees set forth in Advent's pricebook at the time of such renewal unless (1) either party provides thirty (30) days advance notice to the other party prior to the expiration of the then-current Term of its intent not to renew via email, facsimile or other written notice (in the case of Licensee to Advent's Renewals Department at renewals@advent.com or 415-369-2982) or (2) Advent provides a new or amended Order Acknowledgement intended to supersede and replace this Order Acknowledgement and setting forth the terms and fees then in effect.

C. FEES AND PAYMENT

The annual fee (the "Fee"), excluding applicable sales tax, for the initial Contract Year of the Term for the Software and Maintenance services ordered hereunder is \$297,827. The Fee for the first Contract Year shall be adjusted for the period from the Term Start Date to May 10, 2015 (such date and each annual anniversary thereof, if any, during the Term set forth in Section B signifying the end of a "Contract Year"). Thereafter, the annual fee shall increase by 5% each Contract Year in the initial Term. For each Contract Year during the Term, Advent shall provide to Licensee an invoice setting forth the Fee due for such Contract Year. All fees shall be due and payable thirty (30) days from the date of invoice.

For each Contract Year during the Term, Advent shall provide to Licensee an invoice setting forth the Fee due for such Contract Year. These fees shall be due and payable by Licensee to Advent regardless of whether Licensee exercises the license rights to the Software ordered hereunder. Notwithstanding anything to the contrary in the Agreement, the license granted hereunder may only be terminated by Licensee if Advent fails to cure a material breach within thirty (30) days following written notice from Licensee setting forth the nature of the breach in sufficient detail.

These prices set forth herein are valid until 4/14/2014 (the "Offer Expiration Date").

D. ADDITIONAL TERMS

1. All use of the Software and the provision of the services will be governed by the terms of the license agreement provided at the time of download of the Software (the "Agreement"). In the event of a conflict between the terms of the Agreement and the terms of this Order Acknowledgement, the terms of this Order Acknowledgement shall control with respect to the Software and services provided hereunder. All fees are non-refundable except to the extent specifically provided in such Agreement. This Order Acknowledgement shall be effective upon the later of the two signature dates set forth below (the "Effective Date").
2. Advent will notify the Contract Contact following the receipt of an executed copy of this Order Acknowledgement that the Software is available for download. The Contract Contact shall visit the Advent Download Center within seven (7) days of such notification and click either the "I ACCEPT" or "CANCEL" button. Advent will, upon Licensee's request, ship a physical copy of the Software (including Documentation) in CD format to Licensee at Advent's then-current rate (currently US \$50.00 per copy plus tax and shipping charges) and under a separate ordering document that includes Advent's then-current terms and conditions.
3. Advent will only make Updates available to Licensee for download. Advent will not ship physical copies of Updates to Licensee. Advent will notify the then current Contract Contact (as designated by Licensee from time to time) when an Update is available for download. The Contract Contact is responsible for downloading the Update from the Advent Download Center.
4. To the extent Licensee has licensed multiple products or ordered various services from Advent, Advent reserves the right to synchronize any and all renewal dates that Licensee may have in order to streamline such renewal dates and associated invoices.
5. Licensee hereby agrees to the inclusion of the Licensee's name on a representative client list.
6. All of the following shall be considered a "user" of the Geneva software: (i) each loader process, (ii) each ODBC connection; (iii) each callable loader process; (iv) each person using the user interface; (v) each runrep process; (vi) each SOAP process; and (vii) each running Workflow Manager activity.
7. Licensee understands that Geneva requires third party software products which are specified in the hardware and software requirements document (currently posted on the Advent Connection website) but are not provided by Advent, and which will not be maintained, hereunder.
8. Notwithstanding anything to the contrary contained in the Agreement or this Order Acknowledgement, the definition of Software as set forth and defined in the Agreement shall include the third party TIPS, LLC calculation library (and any other proprietary technology of TIPS, LLC) that has been embedded into the Software. TIPS, LLC does not endorse Advent's Software. Advent shall have no obligation to provide Maintenance for the TIPS, LLC calculation library (or any other proprietary technology of TIPS, LLC) apart from its use with the Software.

Except as indicated above, the Agreement shall remain unchanged. To the extent that this Order Acknowledgement is inconsistent with the Agreement, this Order Acknowledgement shall prevail.

Accepted by Licensee

Frank Warkhouse
Authorized Signature

Name: Frank Warkhouse
Title: CFO
Date: 4/10/14

Advent Software, Inc.

Jim Cox
Authorized Signature

Name: _____
Title: Jim COX
CFO
Date: _____

11 April 2014

Approved by Legal
By: [Signature]
Date: 4/11/14



ADVENT SOFTWARE, INC

600 TOWNSEND STREET, SUITE 400,
SAN FRANCISCO, CA, 94103
(800) 685-7688
FEDERAL TAX ID #94 2901952

INVOICE

CUST NO: 69357
INVOICE NO: 1168109
INVOICE DATE: 27-MAR-2019
DUE DATE: 10-MAY-2019

BILL TO:

HIGHLAND CAPITAL MANAGEMENT, L.P.¿D
ATTN: ACCOUNTS PAYABLE
300 CRESCENT CT
STE 700
DALLAS, TX 75201-7849
UNITED STATES

SHIP TO:

HIGHLAND CAPITAL MANAGEMENT, L.P.¿D
300 CRESCENT CT
STE 700
DALLAS, TX 75201-7849
UNITED STATES

SALESPERSON	REFERENCE NUMBER	PO#
ROSE, TYLER C	13273	

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	PRICE
GENEVA, TERM ANNUAL FEE, PRODUCTION:11-MAY-2019:10-MAY-2020			380,111.14
		Sales Tax	31,359.17
RECEIPT AMOUNT			-403,091.63

Sales Total	USD	7,740.12
Sales Tax		638.56
Total Due	USD	8,378.68



Cases ending with last digit

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