



Version 10/01/2024

TERMS AND CONDITIONS

The following Terms and Conditions are hereby incorporated in any Premier Legal Technologies (“PLT”) Statement of Work (“SOW”) and will govern the Client’s use of PLT services. By utilizing PLT’s services, you agree to be bound by the terms outlined herein. It is important that you read and understand these terms, as they establish the legal understanding for our relationship and your obligations.

1. Payment and Fees.

1.1 Invoices. PLT shall invoice Client for any Services rendered pursuant to each SOW either (a) in accordance with any payment schedule set forth on the applicable SOW or (b) on a monthly basis in arrears. All invoices to Client shall also be sent by email to Client. Each invoice shall contain a reasonably detailed description of all fees and expenses reflected thereon and shall include reasonable supporting documentation. Client shall pay each undisputed invoice net thirty (30) days from the date of invoice (“Due Date”). Client shall notify PLT in writing of any disputed amount within fifteen (15) days of the date of invoice. The Parties shall utilize reasonable best efforts to amicably resolve any billing dispute within thirty (30) days of the date that PLT has actual notice of said disputed amount. Client shall reimburse PLT for all reasonable, actual costs incurred by PLT in collection of delinquent amounts not subject to a reasonable and good faith dispute. Any payment not received from Client by the Due Date (except for amounts disputed in good faith) may accrue late charges at the rate of 1.5% of the outstanding balance per every thirty (30) day period, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and may result in suspension of Client’s ability to access Services until payment is made.

1.2 Invoicing of Third Parties. At Client’s request, PLT shall invoice a third party designated by Client for Services provided to Client. In such cases, Client will provide PLT with the third party’s contact information. If any such third-party invoice is not paid in full within thirty (30) days from the day the third party receives such invoice, PLT may request payment of such invoice or the unpaid portion thereof, as applicable, from Client, subject to the terms and conditions of Section 1.1 above, and Client will be obligated to pay said invoice or unpaid portion.

1.3 Changes in Fees. Client acknowledges that any Statement of Work (“SOW”) may include costs estimates that could change based on a change in required or requested Services. To the extent that such a change in Services can be reasonably anticipated, PLT must notify Client, in writing, of any such change in costs or services prior to commencing such services so that Client may submit approval. Client acknowledges that changes in required Services may be unanticipated and not subject to reasonable notice. PLT will make best efforts to always provide advance noticed to Client about any changes between services itemized on an SOW and actual services rendered. Client acknowledges that, notwithstanding this Section 1.3, fees are expected when services are rendered.



1.4 Alternate Billings Process. To the extent that Client has billing processes that differ from those detailed under this Section 1, Client must notify PLT of such practices in writing upon execution of this Agreement.

1.5 Taxes. Unless specifically provided for, PLT fees do not include any applicable sales, use, excise, value added, consumption and/or other taxes and duties associated with PLT's performance of services, and Client acknowledges responsibility for the payment of all such taxes and duties.

2. Confidential Information.

2.1 Definition of Confidential Information. "Confidential Information" shall mean all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether in oral, written or electronic form, and whether designated as confidential or not, or that reasonably should be understood to be non-public, proprietary, and/or otherwise confidential, given the circumstances of disclosure and the nature of the information, including, but not limited to, (a) PLT's engagement by Client, (b) the existence and terms of this Agreement, (c) all information relating to Client or any client of Client, whether of a technical, business or other nature (including trade secrets, research, legal strategy, commercial data, or financial or other proprietary information), (d) information relating to third parties that is in Client's possession as part of the legal services rendered by Client on behalf of its clients, (e) any and all copies, in whole or in part, of information referred to in this Section 2, and (f) all notes, summaries, analyses, compilations, studies, and other documents and records prepared by or for PLT or any of its employees to the extent containing or otherwise reflecting, or generated from, any information referred to in this Section 2 ("Notes").

2.2 Materials Not Considered "Confidential Information". "Confidential Information" shall not include any information, however designated, that (a) was in the Receiving Party's proper possession or known to it prior to receipt from the Disclosing Party, (b) is presently, or hereafter becomes, a matter of public knowledge or literature through no fault of the Receiving Party, (c) comes into the possession of the Receiving Party through a third party source other than the Disclosing Party, and said third party had a right to obtain and disclose such information, or (d) is independently developed by the Receiving Party.

2.3 Confidentiality. The Receiving Party and its representatives, directors, officers, employees, and agents shall treat, protect, and safeguard any and all Confidential Information under this Agreement with the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. Except as permitted under Section 2 of this Agreement, or by prior written consent of the Disclosing Party, the Receiving Party shall not, either directly or indirectly, in whole or in part, use, disclose, or distribute to any person, firm, or other entity any Confidential Information, and shall not, either directly or indirectly, permit any person, firm, or other entity to access any Confidential Information.



- 2.4 Limited Right to Use. The Receiving Party shall have the limited right to use the Confidential Information of the Disclosing Party only for the limited purposes of (a) evaluating whether to enter into a potential business transaction with the Disclosing Party, (b) fulfilling its commitments and obligations to the Disclosing Party pursuant to this Agreement, (c) providing services pursuant to this Agreement, and/or (d) to further a legitimate business purpose between the Parties. NO OTHER PURPOSE is a legitimate or authorized use of any Confidential Information disclosed or received by either Party.
- 2.5 Scope of Disclosure. The Receiving Party may disclose or distribute certain Confidential Information only to its representatives, directors, officers, employees, consultants, and agents (collectively referred to as “Representatives”) on a strict business need-to-know basis. It is the duty and obligation of the Receiving Party to execute written agreements with its Representatives sufficient to enable the Receiving Party to enforce and comply with all provisions of the Agreement. The Receiving Party agrees that it shall be ultimately responsible for the use, disclosure, or distribution of any and all Confidential Information of its Representatives, and that the failure of any Representatives of the Receiving Party to comply with the terms hereof shall constitute a material breach of this Agreement by the Receiving Party. The Receiving Party agrees that it shall promptly notify the Disclosing Party upon learning of any breach of this Agreement.
- 2.6 Exceptions to the Scope of Disclosure. Notwithstanding Section 2.5 above, the Receiving Party is authorized to disclose certain Confidential Information to its auditors and regulatory authorities without notice or consent of the Disclosing Party. In addition, if either Party or any of their Representatives or advisors becomes legally compelled to disclose any of the Confidential Information (by deposition, interrogatory, subpoena, civil investigative demand, or similar process), other than pursuant to a subpoena or request by a governmental entity in a criminal proceeding, the Receiving Party shall, unless otherwise prohibited by law, provide the Disclosing Party with prompt prior written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. If such protective order or other remedy is not obtained, or the other Party waives compliance with the provisions hereof, the Receiving Party will furnish only that portion of the Confidential Information that it is advised by counsel is legally required and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information (provided that it shall not be required to incur any substantial expenses in obtaining such treatment without reimbursement by the Disclosing Party).
- 2.7 Other Confidentiality Rules and Regulations. The obligations of PLT and its employees under this Agreement shall be in addition to, and shall not limit or replace, any obligations otherwise imposed by law, rule or regulation regarding Confidential Information.
- 2.8 Ownership of Confidential Information. The Receiving Party acknowledges and agrees that any and all Confidential Information, together with all intellectual property rights embodied therein (including, but not limited to, all patent rights, inventions (whether patentable or not), concepts, ideas, algorithms, formulae, processes, methods, techniques, copyrights,



copyrightable works, trade secrets, know-how, and trademarks), is the sole and exclusive property of either the Disclosing Party, or, to the extent that Confidential Information is provided to Client during the course of Client's representation of a client, the original, lawful custodian. The Disclosing Party shall retain all rights and title to all proprietary rights in the Confidential Information and to any other intellectual property owned or otherwise provided by the Disclosing Party. The Receiving Party shall not have the right to use the intellectual property rights embodied in the Confidential Information for any purpose other than the uses expressly itemized under Section 2.4.

2.9 Return of Confidential Information. Upon termination or expiration of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information indefinitely. Upon request by the Disclosing Party, the Receiving Party shall promptly redeliver to Disclosing Party all Confidential Information (other than Notes, which PLT shall cause to be destroyed, certification of which shall be provided pursuant to this Section 2.9), and PLT and its employees shall not retain, and shall destroy, any copies, extracts or other reproductions in whole or in part of such material; provided, however, that if this Agreement terminates in part as provided in Section 6, then the foregoing shall apply only to the Confidential Information (and Notes) to the extent applicable to the applicable Service(s) being terminated. Such redelivery and destruction shall be certified in writing to the Disclosing Party by an authorized officer of the Receiving Party. The matters described in this Section 2.9 shall in no way affect PLT's obligations hereunder or those of its employees.

2.10 Equitable Relief. Receiving Party agrees that due to the unique nature of the Confidential Information, there can be no adequate remedy at law for any failure by Receiving Party or any of its employees to comply with the terms of this Agreement under Section 2, and, accordingly, Disclosing Party shall be entitled to equitable relief, including a temporary restraining and/or preliminary or permanent injunction, in the event of any such failure (or any threat thereof), in addition to whatever remedies it might have at law. The Receiving Party will provide the Disclosing Party with a written notification immediately upon Receiving Party's actual notice of the occurrence of any unauthorized disclosure of Confidential Information or of any other breach hereunder and will cooperate in every reasonable way to help regain possession of the Confidential Information and prevent its further unauthorized use.

2.11 Subcontractor Confidentiality Agreements. Client recognizes that PLT may from time to time utilize the services of certain subcontractors to assist PLT in the delivery of Services pursuant to this Agreement. PLT agrees that it shall not utilize any such subcontractor unless, prior to doing so, PLT will obtain from such subcontractor (if requested by the Client in writing) an executed confidentiality and non-disclosure agreement, reasonably acceptable to Client (as provided in a written notice by Client to PLT), specifically requiring such subcontractor to take measures at least as protective of Confidential Information as the terms contained in this Agreement and naming Client as a third party beneficiary there under (each agreement referred to in a "Third Party Confidentiality Agreement"). PLT shall not amend or terminate any Third-Party Confidentiality Agreement without the prior written approval of Client. PLT shall promptly notify Client of, and take such actions as directed by Client with respect to, any breach or threatened breach by any subcontractor of its Third-Party



Confidentiality Agreement. Furthermore, all provisions in this Agreement applicable to PLT employees or personnel shall be deemed also to refer to and apply to subcontractors engaged by PLT

2.12 Indefinite Term of Confidentiality. THE PROVISIONS OF SECTION 2 AND PLT AND ITS EMPLOYEES' OBLIGATIONS HEREUNDER SHALL APPLY DURING THE TERM OF THIS AGREEMENT AND SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT (IN WHOLE OR IN PART) FOR FIVE YEARS FROM THE DATE HEREOF.

3. Warranties/Disclaimers/Limitation of Liability.

3.1 Performance Warranties. PLT represents, warrants and covenants to Client that (a) its personnel have the proper skill, training, and background necessary to accomplish their assigned tasks, and all Services to be rendered under this Agreement shall be performed in a competent, professional and workmanlike manner, by fully qualified personnel, (b) the Services, Deliverables, and any and all other information, content, products, services, and materials provided by or through PLT hereunder (collectively the "PLT Materials") shall conform to the applicable Specifications, applicable documentation and/or any other descriptions, requirements, and criteria set forth or otherwise referred to in this Agreement, (c) the PLT Materials do not and shall not violate any applicable laws, rules or regulations or infringe the rights of any third party, (d) Client' use and possession of the PLT Materials shall not be unreasonably interrupted or disturbed by PLT or any person asserting a claim under or through PLT, (e) the PLT Materials shall be free of any "virus", "Trojan Horse" "worm", "self-destruction", "disabling", "lock out", "metering" device, or any other malicious code as such terms are understood in the computer industry, (f) PLT shall conduct its business in accordance with good business judgment and shall not suffer or permit any act, event, or condition that would discredit, disparage, or adversely affect the reputation of Client and/or its clients and (g) PLT has obtained or shall obtain (in a timely manner) and maintain during the term of this Agreement all rights, licenses, consents and authorizations necessary to perform its obligations as set forth in this Agreement.

3.2 No Liability for Imperfections in Imaging. Client and PLT acknowledge that document imaging produces only a facsimile of the original paper documents and that electronic image files generated from paper documents may contain imperfections. Accordingly, Client agrees that PLT shall not be responsible, and shall not be held liable, for any such imperfections in document images generated from paper originals.

3.3 Third Party Data & Work Product. Client acknowledges that PLT may receive certain data, documents, and other electronic information pursuant to a project that, through no fault of PLT is corrupt, contains errors, or was previously manipulated by another vendor, firm or other company, or is of a level of integrity not contemplated by the Client. Such data, documents, and other electronic information may include, but are not limited to, processed data, data delivered to PLT solely for hosting purposes, structured data, corrupt data, and data containing any other errors, omissions, or inaccuracies. Client acknowledges that PLT may be unable to



perform requested services on various forms of data contemplated by this Section 3.3, and PLT is not liable for any consequences that are the direct or proximate cause of such data including, but not limited to, delays in generating deliverables, increased costs, or the need to duplicate services previously performed by a third party. Client is, ultimately, the party responsible for communicating with any third party or parties to retrieve supplemental, replacement, or other data, or obtain any and all other intelligence or information as may be required for PLT to perform Services pursuant to any particular SOW.

- 3.4 Other Warranties. Each Party represents and warrants that (a) it has the legal power to enter into and perform under this Agreement, (b) it shall collect, maintain, and handle all personal data in compliance with all applicable data privacy and protection laws, (c) it shall comply with all other applicable laws in its performance hereunder, and (d) its entry into and performance under this Agreement shall not knowingly infringe the rights of any third party or cause it to be in breach of any obligations to a third party.
- 3.5 Limitations on Warranties. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS SECTION 3, NO OTHER WARRANTIES SHALL APPLY, WHETHER EXPRESS OR IMPLIED, AND PLT SPECIFICALLY DISCLAIMS ALL SUCH WARRANTIES INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. PLT DOES NOT WARRANT THAT THE SERVICES PROVIDED ARE ERROR-FREE. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH CLAIM FOR DAMAGES IS BASED, EVEN IF SUCH PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. IN NO EVENT SHALL EITHER PARTY'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT DETAILED BELOW IN THE FINAL CLAUSE OF SECTION 3.6.
- 3.6 Limitation of Liability. In no event shall one Party be liable to the other Party, or to any third party claiming through either Party hereto, for indirect, special, exemplary, incidental, punitive, or consequential loss or damage, including, but not limited to, loss or damage to data, loss of profits, loss of contractor or loss of other economic advantage, whether arising out of contract, tort, strict liability or otherwise, resulting from or relating to this Agreement or out of the provision of Services, whether or not such Party should know or should have known of the possibility of any such damages. PLT's total cumulative liability to Client for any and all claims (including third party claims) arising from or in connection with or relating to any case, investigation, or other proceeding, which is the matter underlying Client's request of Services, regardless of the theory of liability, shall not exceed the amount of fees actually received by PLT from Client for Services rendered on such underlying case or investigation.



4. Client Responsibilities Regarding Services.

4.1 General Responsibilities. Client agrees that it is responsible for using its commercially reasonable efforts to (a) provide responses within a reasonable time period to PLT's requests for information and approvals (including requests for approval of initial and/or revised specifications and/or instructions); (b) facilitate the pickup and delivery of any and all receivables and Deliverables, including the delivery and/or transfer, within a reasonable time period, of original documents or providing access to Client's premises for scheduled pickups; (c) provide PLT reasonable and necessary access to Client's personnel; (d) provide PLT with the correct original documents; (e) communicate revisions to data delivery specifications within a reasonable time period; (f) complete PLT-supplied "prep sheets" (provided the form thereof has been approved by Client in writing) accurately; and (g) ensure that any document indices provided to PLT match any original documents delivered by Client in all material respects. Notwithstanding anything in this Agreement to the contrary, PLT's sole remedy for Client's failure to comply with any of the foregoing matters shall be to suspend performance of the Services, or any portion thereof, and extend the applicable deadlines in the applicable SOW, but solely to the extent that PLT's ability to perform such Services, or portion thereof, is materially affected by such failure on Client's part. PLT shall immediately recommence performance of any suspended Services, or portion thereof, upon Client's compliance or completion of any required act.

4.2 Notification of Non-Conforming Deliverables. In the event that Client determines that the Services performed, or Deliverables provided by PLT do not conform to the applicable Specifications, Client shall promptly notify PLT in writing. Client shall provide PLT with an opportunity to correct such non-conforming Services or Deliverables within a reasonable time period, such time period not to exceed either ten (10) business days from PLT's receipt of written notice of non-conformity or any other time period as mutually agreed upon by the Parties (the "Correction Period").

5. Termination.

5.1 Termination by Client. Client may terminate this Agreement in its entirety or with respect to any particular SOW(s) at any time by giving PLT thirty (30) days advance written notice of its intent to terminate; provided, however, that in the event that Client provides notice to PLT of a non-conformity with respect to any Service or Deliverable pursuant to Section 6.2 and PLT fails to correct such non-conformity during the Correction Period, Client may (reserving cumulatively all other remedies and rights under this Agreement and in law and in equity) immediately terminate this Agreement. However, Client shall be obligated to pay for any Services satisfactorily performed as of the effective date of termination, in accordance with Section 3 above, and shall not be entitled to a refund of any of the fees paid for Services so performed. Client shall also be responsible for any fees applicable to the removal, export, transfer, or any action related to the delivery of any and all data in the custody of PLT back to Client. For the avoidance of doubt, Client shall not be deemed to have breached this Agreement solely as a result of its withholding any or all disputed amounts set forth on any invoice in accordance with the Section 1.1 above.



5.2 Termination by PLT. PLT may terminate this Agreement in its entirety or with respect to any particular SOW(s), upon thirty (30) days advance written notice to Client, if Client (a) commits a material breach of this Agreement or default with respect to its obligations of payment under this Agreement, and has not cured such breach or default within twenty (20) business days of receipt of written notice, email deemed a sufficient form of written notice, from PLT of such breach or default; or (b) makes an assignment for the benefit of creditors, or files a voluntary petition of bankruptcy, insolvency, reorganization, or similar petition or proceeding and such assignment, petition, or proceeding has not been remedied within ninety (90) days of the initiation of such assignment, petition, or proceeding.

5.3 Termination through Non-Payment. Failure of Client to pay any amounts due within ninety (90) days of the Due Date shall constitute sufficient case for PLT to (a) restrict access to Client's use of PLT's Services, including, but not limited to, hosting environments, (b) suspend performance of Services, or (c) terminate this Agreement.

6. Risk of Loss.

Client understands that in the course of PLT's performance of Services under this Agreement, PLT may take possession of documents or original paper files or devices that may contain, hold or record electronic evidence, including computing devices, hard drives, network servers, cell phones, diskettes, CD-ROM disks, magnetic tapes, ZIP drives, JAZ drives, fire drives, etc. ("Media") owned by third parties. Client bears all risk of loss of any such media or documents until such time, if ever, as PLT or any of its permitted subcontractors has actual possession of any such documents or other Media. In the event data is erased, rendered unusable, or otherwise damaged, as result of the data collection, imaging process, or other handling method employed by PLT or any of its permitted subcontractors and through no fault of Client, PLT shall, at no added expense to Client, use all available resources and industry methods to restore the data to its original condition.

7. Governing Law.

This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Utah (without giving effect to the principles of conflicts of laws thereof that may require the application of the law of another jurisdiction). Both Parties consent to the exclusive jurisdiction of any claims related to this Agreement in the state or federal courts of Utah, and each Party irrevocably waives any objection, including any objection to laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action or proceeding in any such court in respect of this Agreement. BOTH CLIENT AND PLT WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT AND AGREE THAT IF ANY DISPUTE ARISES THE PARTIES SHALL USE BINDING ARBITRATION AS DESCRIBED IN SECTION 22.



8. Notices.

All notices, reports, requests, acceptances, consents, waivers, and other communications required or permitted under this Agreement shall be in writing. They will be deemed given (a) upon receipt, when delivered personally, (b) upon confirmation of receipt, when sent by confirmed facsimile transmission and immediately followed by delivery of the actual document via commercial overnight courier (with written verification of receipt), (c) one (1) day after having been sent by commercial overnight courier with written verification of receipt, (d) the earlier of actual receipt or three (3) days after mailing when sent by registered or certified mail, return receipt requested, postage prepaid, or (e) via electronic mail with a confirmed read receipt. All communications will be sent to the receiving Party's address as set forth below or to such other address that the receiving Party may have provided for purposes of notice as provided in this Section, and all notices to Client shall also be sent by email.

If to PLT:

**Premier Legal Technologies
47 W 200 S, Suite 101
Salt Lake City, UT 84101
Attn: Martin Eyre**

If to CLIENT:

As set forward in the Statement of Work

9. Counterparts.

This Agreement may be executed in counterparts, both of which, when taken together, shall constitute a signed agreement binding upon PLT and Client. Delivery of a signed counterpart of this Agreement by facsimile transmission or as an email attachment in PDF format shall constitute valid and sufficient delivery thereof.

10. Interpretation.

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. In addition, (a) the word "including" and words of similar import when used in this Agreement shall mean "including but not limited to" unless otherwise specified and (b) the word "person" shall be broadly interpreted to include any corporation, partnership, limited liability company, trust, other entity or individual.

11. Indemnity.

11.1 Indemnification by PLT. PLT shall indemnify, defend and hold harmless Client, and Client's partners, employees, clients, representatives, agents, successors and assigns ("Client Indemnities") from and against any and all losses, expenses, damages, costs, and liabilities, including attorneys' fees and expenses (individually and collectively referred to as "Damages"), incurred in connection with the investigation, prosecution or defense of any



claims, demands, suits, or proceedings (“Claims”) brought against Client by a third party, to the extent such Damages arise out of (a) any actual or alleged breach of this Agreement by PLT, and/or (b) any Services performed or Deliverables provided by PLT pursuant to this Agreement. This Section 12 shall survive any expiration or termination of this Agreement or any SOW hereto. Client shall give prompt, written notice of any Claims to PLT. PLT may not enter into a settlement of a claim in a manner adversely affecting the rights of Client Indemnities, without Client’s written consent. Client may participate in such defense or negotiations to protect its interest, at its expense using counsel of its choice, and PLT will provide reasonable assistance to Client. This indemnity obligation shall survive the termination of this Agreement.

11.2 Indemnification by Client. Client shall indemnify, defend and hold harmless PLT, and PLT’s partners, employees, clients, representatives, agents, successors, and assigns from and against any and all Damages, incurred in connection with the investigation, prosecution, or defense of any Claims brought against PLT by a third party, to the extent such Damages arise out of or relate to (a) PLT’s possession of any data, whether considered third party or otherwise, received from Client pursuant to PLT’s provision of Services pursuant to this Agreement or any SOW hereto, and/or (b) reasonable costs incurred by PLT in responding to third party subpoenas in connection with or relating to any case, investigation, or other proceeding, which is the matter underlying Client’s request of Services, excluding matters arising out of or relating to PLT’s negligence or intentional misconduct. PLT shall give prompt, written notice of any Claims to Client and at Client’s option and approval of PLT counsel, Client shall have the right to assume sole defense of such Claims with counsel of its selection. Client may not enter into a settlement of a claim in a manner adversely affecting the rights of PLT Indemnities, without PLT’s written consent. PLT may participate in such defense or negotiations to protect its interest, at its expense using counsel of its choice, and Client will provide reasonable assistance to PLT. This indemnity obligation shall survive the termination of this Agreement.

12. Data Retention Policy:

12.1 Original Media. Upon receipt of any receivables from Client a working copy will be generated. Once this working copy is generated and its integrity is certified, any original data/media will then be returned to a location designated by Client, stored in a secure location at PLT’s facility per our data retention policy, or otherwise disposed of per Client’s express, written instructions and certified as such.

12.2 Storage Duration. All data, original, work product, or otherwise, is stored online for a default period of ninety (90) days unless the specifications of the case require data to be hosted or stored online for a longer period. After ninety (90) days, data is transferred to backup storage and stored for a period of one year. At any time, Client may request that data be recovered from our backup storage and either delivered on removable media or made available on-line. Upon request, PLT will make offline storage available for extended periods of time and/or delete any and all Client data residing on our systems, whether active or otherwise, and verify



such deletion in writing. Client acknowledges that charges may be incurred, subject to notification of Client, for any actions performed by PLT pursuant to this Section 13.

13. Modification; Waiver; Cumulative Remedies.

This Agreement sets forth the final, complete, and exclusive agreement between Client and PLT regarding the subject matter hereof and may be modified only by a written instrument signed by an expressly authorized representative of both Client and PLT. The waiver by either Party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver by that Party as to subsequent enforcement of rights, any subsequent breach, or subsequent actions in the event of future breaches or default under the same or any other provision of this Agreement. The enumeration herein of specific remedies shall not be exclusive of any other remedies. Only the terms and conditions set forth in this Agreement shall be incorporated into the SOW and all other terms shall be void.

14. Severability.

The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof. If any provision of this Agreement is unenforceable for any reason whatsoever, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

15. Successors and Assigns.

Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, in whole or in part, without the prior written consent of the other Party (not to be reasonably withheld). Notwithstanding the foregoing, (a) upon providing prior written notification, either Party may assign this Agreement in its entirety (including all executed SOWs hereunder), without consent of the other Party, to its successor-in-interest in connection with a merger, reorganization, or sale of all or substantially all assets or equity not involving a direct competitor of the other Party. Any attempted assignment in breach of this Section 16 shall be null and void. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of PLT and Client and each of PLT's and Client's respective successors and assigns.

16. Force Majeure.

Neither Party shall be liable to the other for any delay or failure to perform hereunder (excluding payment obligation) if such delay or default or non-performance is caused by conditions beyond said Party's reasonable control including, but not limited to, acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, acts of terror, strikes or other labor problems (excluding those involving said Party's employees), service disruptions involving hardware, software or power systems not within said Party's possession or reasonable control, denial of service attacks and/or any other cause beyond the reasonable control of the Party whose performance is affected.



17. Independent Contractor.

PLT is an independent contractor and PLT personnel are not Client's agents or employees for federal, state or local tax purposes, or any other purposes. PLT, and not Client, is solely responsible for the compensation and expenses of PLT personnel assigned to perform Services hereunder, and payment of Social Security, worker's compensation, disability, and other similar benefits, unemployment and other similar insurance, income and payroll taxes, as well as all other applicable employee withholdings and for verifying the work eligibility of each person performing services hereunder.

18. Relationship of Parties.

Nothing contained in this Agreement, nor any activity hereunder, shall create a general or limited partnership, association, joint venture or agency or employer/employee relationship between Client and PLT.

19. Third Party Beneficiaries.

This Agreement is between PLT and Client only and, except as otherwise provided in Section 12 above, is not intended to confer and shall not confer any benefits or rights upon any other persons or entities not expressly made parties hereto.

20. No-hire / Non-solicitation.

During the Term and for one (1) year after the expiration or lawful termination hereof, neither Party will, directly or indirectly, recruit, solicit for employment or employ or accept services in any manner provided by existing or former employees, officers or independent contractors of the other Party. For the purposes of this Section, the advertisement of employment opportunities by a Party in any public forum (including magazines, trade journals, publicly accessible internet sites, classified advertisements, or job fairs open to the public) shall not be considered "solicitation", and the hiring of an individual as a result of his or her response to such a general employment advertisement or in response to his or her unsolicited employment inquiry shall not constitute a breach of this Agreement.

21. Attorney-Client & Work Product Privileges.

Services performed pursuant to this Agreement and/or any SOW hereto, are being carried out for purposes of legal consultation or advice, litigation, or other legal matter(s). Therefore, all work performed by PLT and any communications received from Client, or at Client's direction, are to be treated as confidential and protected by the attorney-client and/or attorney work product privileges.



22. Binding Arbitration.

In the event a dispute arises between the parties, they shall meet in an attempt to resolve the dispute. The parties agree that all disputes that cannot be resolved between the parties either informally or through mediation shall be resolved exclusively by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”). A single arbitrator agreeable to both parties shall conduct the arbitration and the arbitrator shall have expertise in the field of contracts and electronic discovery. The arbitration shall be conducted in Salt Lake City, Utah, or such other city or town as the parties may agree upon in accordance with the AAA rules. The parties shall be entitled access to relevant evidence that lies within the control of the other party to the dispute, subject to conditions that ensure the confidentiality of such information and to such other conditions as the arbitrator shall decide. The parties expressly consent to the jurisdiction of the AAA. The arbitrator may grant any legal or equitable remedy or relief that is consistent with the terms of this Agreement, including specific performance, injunctions, and interim or interlocutory awards. Each party to the arbitration shall pay its own attorneys’ fees and costs, and the parties to the arbitration shall share equally in the fees of the arbitrator and the AAA. Any arbitral award shall be final and binding upon the parties to any such arbitration, and judgment upon such award may be entered in any court of competent jurisdiction, or application may be made to such court for judicial acceptance of the award and an order of enforcement, as the law of such jurisdiction may require or allow. By signing this Agreement, the parties expressly and voluntarily agree to have their disputes decided by arbitration, and hereby relinquish any right to have those matters litigated in a court or by jury trial. No request or demand for mediation or arbitration shall be made after the date on which the applicable statute of limitations would expire. The terms of this Section 22 shall survive the expiration or earlier termination of this Agreement.

The parties hereto do hereby incorporate and add the proceeding Terms and Conditions to the Statement of Work as of the date thereof and agreed to by their duly authorized representatives as was executed and delivered PLT and Client.