

ECOURT REPORTERS COURT REPORTER/VIDEOGRAPHER AGREEMENT

This eCourt Reporters Court Reporter/Videographer Agreement (this “**Agreement**”) is by and between eCourt Reporters, Inc. (“**eCourt Reporters**”) and You. This Agreement includes and incorporates the terms set forth herein, and any and all attachments and exhibits hereto as well as any and all additional terms and conditions agreed to by You referencing this Agreement. This Agreement governs Your access to and use of eCourt Reporters’ proprietary Site.

This Agreement constitutes a binding contract between You and eCourt Reporters (together, the “Parties” and individual, each a “Party”). BY CLICKING THE “I ACCEPT” BUTTON IN CONNECTION WITH THE CREATION OF YOUR ACCOUNT, BY ACCEPTING THE TERMS OF THIS AGREEMENT AND/OR BY USING THE SITE AS A SERVICE PROVIDER, YOU ARE ACCEPTING AND AGREEING TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, DO NOT CREATE AN ACCOUNT AND/OR USE THE SITE (IN WHOLE OR IN PART).

THE LICENSES GRANTED UNDER THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON THE TERMS CONTAINED IN THIS AGREEMENT WITHOUT MODIFICATION. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU OR ON YOUR BEHALF IN ANY MANNER ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN BY ECOURT REPORTERS.

WHEREAS, eCourt Reporters has developed the Site and has the capability and capacity to provide access to the Site and certain services through the Site; and

WHEREAS, You desire to access and use the Site as a Service Provider, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. As used in this Agreement:

- (a) “**Account**” means a password-protected account assigned to a User that provides such User access to certain features and functionalities on the Site. The term “Account” includes, where applicable, any and all sub-accounts created by or on behalf of such User for use by such User’s personnel to access certain features on functionalities on the Site on behalf of such User.
- (b) “**Affiliate**” means any entity that controls, is controlled by, or is under common control with a Party, where “control” means the direct or indirect ownership of more than 50% of the voting securities or other ownership interests of such entity or Party.
- (c) “**Attorney User**” means an individual attorney and/or paralegal that is authorized to engage Service Providers to provide Court Reporting Services through the Site.
- (d) “**Confidential Information**” means any information prepared for or delivered to a Party (the “**Receiving Party**”) by the other Party or its representatives (the “**Disclosing Party**”) (including information or data received by the Disclosing Party from a third party and to which the Disclosing Party has confidentiality obligations) that: (a) is marked or designated by the Disclosing Party as “confidential” or “proprietary;” (b) is disclosed orally or visually provided that such information is identified at the time of disclosure as proprietary or confidential; or (c) is known to the Receiving Party, or should be known to a reasonable person given the contents and circumstances of the disclosure as being treated as confidential or proprietary by the Disclosing Party.
- (e) “**Court Reporting Agency User**” means a business entity that is authorized to engage Service Providers to provide Court Reporting Services through the Site.

- (f) **“Court Reporting Services”** mean court reporting, videography and/or related services provided by independent Service Providers.
- (g) **“Documentation”** means all eCourt Reporters user manuals, operating instructions, documentation, user videos, infographics, and other materials relating to the Site, as generally made available by eCourt Reporters to Users from time to time.
- (h) **“Feedback”** means all ideas, advice, recommendations, proposals, suggestions, comments, and other feedback You or Your end users provide to eCourt Reporters related to the Site or any other services provided by eCourt Reporters or its Affiliates.
- (i) **“Intellectual Property”** means, to the extent that any of the following are recognized in any jurisdiction world-wide: (a) intellectual property and/or proprietary rights, whether registered or unregistered, including, without limitation, copyrights and patent rights (including, without limitation, applications for patent protection); (b) publicity rights, trade dress, registered or otherwise protected trademarks, trade names, service marks, and protections from trademark dilution); (c) trade secrets, as defined in the Uniform Trade Secrets Act or its successor, or its equivalent in the applicable jurisdiction;
- (j) **“License”** means the licenses granted by eCourt Reporters to You, as more fully described in Section 2.
- (k) **“Service Provider”** means an independent individual that provides Court Reporting Services scheduled through the Site to a Court Reporting Agency User or Attorney User.
- (l) **“Site”** means the websites, including, without limitation, www.ecourtreporters.com, owned and/or operated by eCourt Reporters, including, without limitation, all sub-domains of such websites which eCourt Reporters makes available to Users to schedule and pay for the performance of Court Reporting Services, as further described in the Documentation. As referred to herein, the Site includes, without limitation, all Software, Documentation, and the features, functionalities, applications, browser extensions, and other services available through such websites.
- (m) **“Software”** means the software used by eCourt Reporters to provide and operate the Site.
- (n) **“User”** means an Attorney User, Court Reporting Agency User, or Service Provider, as context dictates.
- (o) **“You”** and **“Your”** refers to the individual acquiring a License to the Site pursuant to this Agreement.

2. Licenses.

- (a) Site. Subject to the terms of this Agreement and in accordance with the Documentation, eCourt Reporters hereby grants You a limited, non-exclusive, non-transferable, non-assignable, revocable, non-sublicensable right to access and use the Site to publish Your rates and availability to provide certain Court Reporting Services which You are authorized and capable to provide, and to accept engagements by Attorney Users and Court Reporting Agency Users to provide such Court Reporting Services. Your rights under this Agreement with respect to the Site shall terminate upon the expiration or earlier termination of this Agreement.
- (b) Your Content. You hereby grant eCourt Reporters a limited, revocable, non-transferable, royalty-free license to reproduce, translate, encode, publish, use, and distribute any and all information You upload to, or generate directly on, the Site (**“Your Content”**) as necessary for eCourt Reporters to operate and provide the Site. For clarity, Your Content shall not include Feedback.

3. Restrictions and Responsibilities.

- (a) Use Restrictions. You shall not, and shall not permit others to: (a) use the Site other than as set forth in the Documentation or this Agreement, including, without limitation, the restrictions and obligations set forth in Exhibit A, attached hereto and incorporated herein by reference; (b) copy the Site, except as expressly permitted in this Agreement; (c) use the Site in a service bureau or time-sharing environment (including,

without limitation, using the Site to provide third parties a service consisting solely of the collection and entry of data and other information into the Site); (d) modify, disassemble, reverse engineer, decompile, translate, or attempt to reconstruct or discover any source code or underlying ideas, algorithms, file formats, or programming interoperability interfaces of the Site; (e) sell, assign, transfer, sublicense, lease, pledge, rent, or otherwise share Your rights under this Agreement; (f) create any derivative works based upon the Site; (g) modify, obscure, or remove any product identification or proprietary notices on the Site or copies thereof; (h) except as specified in the applicable Documentation, modify or incorporate the Site into or with other software; or (i) use the Site in violation of any applicable law, regulation, or rule.

(b) Use of Site.

(i) The Site may be used solely for Your permitted use of the Site, and solely by You. For clarity, the License granted to You under this Agreement is granted on an individual basis and does not extend to any individual or entity other than You. Any use of the Site under Your Account by or on behalf of any third party is strictly prohibited under this Agreement.

(ii) You acknowledge and agree that under no circumstances will eCourt Reporters or any of its licensors or suppliers be responsible for any loss, damage, or liability arising out of any mistakes or other errors made by You as a result of Your use of the Site or Your performance of the Court Reporting Services. You further agree to maintain all security regarding Account IDs, passwords, and connectivity with the Site. If Your Account ID or password is stolen or otherwise compromised and such theft or compromise is not due to the fault of eCourt Reporters, eCourt Reporters shall not be responsible for any ensuing unauthorized use of the Site.

(c) Export Restrictions. You shall not remove or export from the United States or allow the export or re-export of the Site or anything related thereto, or any direct product thereof, in violation of any restrictions, laws, or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

(d) Commercial Software. As defined in FAR section 2.101, the Software and Documentation are “commercial items” and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software and documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely on the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

(e) Your Content. You shall be solely responsible for confirming that Your Content: (a) does not violate any applicable laws; (b) does not infringe any third party’s Intellectual Property rights; and (c) complies with this Agreement.

(f) Equipment. You are solely responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Site and to schedule, receive, and pay for the Court Reporting Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers, and the like (collectively, “**Equipment**”). You shall also be responsible for maintaining the security of the Equipment and for all uses of the Equipment, with or without Your knowledge or consent.

(g) Insurance. At all times during the Term, and for a period of two (2) years thereafter, You shall, at Your own expense, obtain and maintain the following minimum levels of insurance: (a) professional liability insurance, including cover for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render services, with limits of \$1,000,000.00; (b) automobile liability insurance in an amount of not less than \$500,000.00 combined single limit for bodily injury and property damage arising from any occurrence; (c) any insurance required by applicable law, including, without limitation, any insurance required by the governmental or professional organizations through which You are licensed and/or credentialed; and (d)

without limiting anything set forth herein, including, without limitation, the requirements regarding Your performance of the Court Reporting Services: (1) if You employ any individual and such employment is related to or otherwise in connection with Your performance of services that are similar to the Court Reporting Services: (i) employer's liability insurance in an amount of not less than \$500,000.00; and (ii) worker's compensation insurance in conformance with statutory requirements; and (2) if You operate a business or entity through which you provide services that are similar to the Court Reporting Services, commercial general liability insurance, including broad form contractual liability insurance, with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. The foregoing policies shall be issued by an insurance carrier or carriers reasonably satisfactory to eCourt Reporters, shall include eCourt Reporters and its respective officers, directors, owners, employees, and agents as additional insureds, shall contain a waiver of subrogation against said parties, and shall further require the insurance carrier to notify eCourt Reporters at least thirty (30) days prior to any expiration or termination of, or material change to, the applicable insurance policy. Proof of such policies shall be provided to eCourt Reporters upon request. Your insurance coverage shall be the primary insurance with respect to all Court Reporting Services performed by You, and any insurance or self-insurance maintained by eCourt Reporters shall be excess of Your insurance.

4. Court Reporting Services.

- (a) Standards for Court Reporting Services. You shall provide all Court Reporting Services in a timely, professional manner, and in compliance with the following: (a) this Agreement; (b) the provisions of all applicable federal, state, and local laws, and all regulations promulgated thereunder, including, but not limited to, all permitting and licensing requirements; (c) industry best practices; and (d) the standards and requirements of all governmental or professional organizations through which You are licensed and/or credentialed.
- (b) Performance. Without limiting anything set forth herein, with respect to Your performance of the Court Reporting Services:
 - (i) You shall not assign Your performance of any Court Reporting Services to any third party.
 - (ii) You shall provide all Court Reporting Services at the rates You publish on the Site and on the dates and times as scheduled.
 - (iii) You shall be solely responsible for the safekeeping of all exhibits provided to You during Your performance of the Court Reporting Services.
 - (iv) You shall provide eCourt Reporters with tracking numbers for all transcripts and exhibits You send to other Users.
 - (v) You shall keep accurate records of all Court Reporting Services You perform, and You shall provide eCourt Reporters with copies of all orders for Court Reporting Services. signed by the applicable User for whom who provided the Court Reporting Services.

Your failure to comply with the following, or other failure to comply with this Agreement, may result in nonpayment to You in the event of any dispute regarding Your performance of any Court Reporting Services.

- (c) Reviews and Rankings. Users You have provided Court Reporting Services to may provide reviews and rankings on the Site based on such Users' opinions of Your performance of the Court Reporting Services, and such reviews and rankings may be published on the Site. Such reviews and rankings may limit or enhance Your ability to be engaged by Users to provide Court Reporting Services through the Site. In the event You disagree with any such review or ranking, You shall immediately contact eCourt Reporters and provide a written response detailing the reason(s) for Your disagreement. eCourt Reporters may, in its sole discretion, publish all or part of Your response to the Site and/or adjust Your ranking, but in no event shall eCourt Reporters be required to do so.

- (d) Cancellations. You shall not cancel any scheduled Court Reporting Services except in the event of circumstances beyond Your reasonable control. In the event of any such cancellation, You shall provide notice of such cancellation as promptly as possible to eCourt Reporters and the applicable User. Cancellations of scheduled Court Reporting Services are not effective unless and until such notice is received by eCourt Reporters and the applicable User.
 - (e) Payment.
 - (i) eCourt Reporters is solely responsible, and has the sole right to, bill the applicable User(s) for the fees and charges for all Court Reporting Services provided by You (“**Fees**”). Your authorization to use the Site is contingent on You not billing, or attempting to bill, or otherwise collecting, or attempting to collect, payment of any Fees directly from any User. Fees will be calculated using the rates You publish on the Site for the applicable Court Reporting Services.
 - (ii) Within thirty (30) days after eCourt Reporters’ receipt of the Fees, eCourt Reporters shall remit to You all Fees that it collects minus: (a) 5% for Court Reporting Services where eCourt Reporters does not produce any transcript on Your behalf with respect to such Court Reporting Services; or (b) 20% for Court Reporting Services where eCourt Reporters produces any transcript on Your behalf with respect to such Court Reporting Services.
 - (iii) eCourt Reporters does not represent, warrant, or guarantee any particular payment method will be available at any given time. Further, eCourt Reporters reserves the right to discontinue the availability of any particular payment method at any time.
 - (f) User Content. By using the Site, You may encounter content or information provided by other Users (“**User Content**”) that might be inaccurate, incomplete, delayed, misleading, illegal, offensive, or otherwise harmful. eCourt Reporters generally does not review User Content or content provided by others, and eCourt Reporters is not responsible for any User Content, nor for any misuse of the Site by others.
5. Maintenance. eCourt Reporters has no obligation under the terms of this Agreement to provide You with any technical support or maintenance for the Site except as expressly agreed in writing by eCourt Reporters, which may be subject to additional terms and conditions.
6. Ownership.
- (a) Site. As between the Parties, eCourt Reporters owns all right, title, and interest in and to the Site, including any improvements, modifications, enhancements, additions, and derivatives thereof and any and all Intellectual Property rights in the foregoing. You do not acquire any rights, express or implied, in the foregoing, other than those specified in this Agreement.
 - (b) Your Content. As between the Parties, You own all right, title, and interest in and to Your Content, including all Intellectual Property rights therein, irrespective of whether Your Content is stored via the Site or in any databases created using the Site. eCourt Reporters does not acquire any rights, express or implied, in Your Content, other than those specified in this Agreement.
 - (c) Feedback. By submitting Feedback to eCourt Reporters in any way, You acknowledge and agree that: (a) Your Feedback does not contain confidential or proprietary information; (b) eCourt Reporters is not under any obligation of confidentiality, express or implied, with respect to the Feedback; (c) eCourt Reporters shall be entitled to disclose (or choose not to disclose) such Feedback for any purpose and in any way; (d) eCourt Reporters may have something similar to the Feedback already under consideration or in development; (e) Your Feedback which is not subject to a patent, automatically becomes eCourt Reporters’ property without obligation to You; and (f) You are not entitled to any compensation or reimbursement of any kind from us under any circumstances.
 - (d) Third Party Intellectual Property. You acknowledge and agree that eCourt Reporters may have incorporated into the Site Intellectual Property owned by third parties (collectively, “**Third Party Intellectual Property**”)

and You agree that Your right to use the portions of the Site containing Third Party Intellectual Property may be subject to the rights of such third parties and limited by additional licensing terms concerning such Third Party Intellectual Property. Your express agreement to such additional licensing terms may be required before You can access and use certain Third Party Intellectual Property. Without limiting the foregoing, You acknowledge that Your use of the Site may be subject to open source license agreements, in addition to, to the extent not in conflict with such open source license agreements, the terms and conditions of this Agreement.

7. Confidentiality.

- (a) Non-Disclosure. The Receiving Party shall keep in strict confidence and trust all Confidential Information of the Disclosing Party. The Receiving Party shall not, without the prior written consent of the Disclosing Party, disclose the Disclosing Party's Confidential Information to any third party (other than to the Receiving Party's employees, agents, or representatives on a need-to-know basis who are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein). For clarity, Your use of the Site to interact with other Users or otherwise publish Your Content on the Site shall constitute Your prior written consent to eCourt Reporters' disclosure of Your Content, including any of Your Confidential Information contained therein, to other Users, either specific or general as context dictates.
- (b) Use of Confidential Information. The Receiving Party shall not use Confidential Information except and solely for the performance of the Receiving Party's obligations under this Agreement.
- (c) Protection of Confidential Information. The Receiving Party shall use the same care and discretion to avoid disclosure of the Disclosing Party's Confidential Information as it uses with its own confidential or proprietary information, and in no event with less than reasonable care.
- (d) Exceptions. As used in this Agreement, the term Confidential Information does not include information that demonstrably: (a) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party; (b) was possessed by the Receiving Party prior to being furnished by the Disclosing Party, provided that the source of such information was not known by the Receiving Party to be bound by a confidentiality agreement with, or other obligations of confidentiality to, the Disclosing Party or any third party with respect to such information; (c) is independently developed by the Receiving Party without breach of this Agreement; or (d) becomes available to the Receiving Party from a source other than the Disclosing Party that is permitted to disclose such information, provided that such source is not bound by a confidentiality agreement with, or other obligation of confidentiality to, the Disclosing Party or any third party with respect to such information.
- (e) Required Disclosures. It shall not be a violation of Section 7(a) for the Receiving Party to disclose the Disclosing Party's Confidential Information in response to a subpoena or other legal process served upon the Receiving Party or where applicable law requires the disclosure of such information, provided that: (a) if not prohibited under applicable law, the Receiving Party, prior to disclosing any such information, gives reasonable prior written notice to the Disclosing Party sufficient to permit the Disclosing Party to seek a protective order if it so chooses; and (b) in all cases, the Receiving Party discloses only that information that is legally required to be disclosed. For clarity, any of the Disclosing Party's Confidential Information the Receiving Party discloses pursuant to this Section 8(e) shall remain subject to the confidentiality requirements under this Agreement for all other purposes.
- (f) Remedies. The Receiving Party acknowledges and agrees that the Disclosing Party may be irreparably harmed if the Disclosing Party's Confidential Information were to be disclosed to third parties, or if any use were to be made of such Confidential Information other than as permitted under this Agreement. The Receiving Party further agrees that the Disclosing Party shall have the right to seek injunctive relief upon any violation or threatened violation of the terms in this Section 8, in addition to all other rights and remedies available at law or in equity, without having to post a bond or other security.

- (g) Return/Destruction of Confidential Information. Except as otherwise set forth in this Agreement, upon the expiration or termination of this Agreement for any reason, or upon the Disclosing Party's written request, the Receiving Party shall return to the Disclosing Party all Confidential Information of the Disclosing Party, together with any copies thereof, or, if requested by the Disclosing Party, destroy the same. Upon the Disclosing Party's request, the Receiving Party shall provide written certification of its compliance with this Section 8(g).
- (h) Survival of Confidentiality Obligations. The Receiving Party's obligation to maintain the confidentiality of the Disclosing Party's Confidential Information shall survive the expiration or earlier termination of this Agreement.

8. Term and Termination.

- (a) Term. This Agreement shall become effective immediately upon the creation of Your Account, and, unless sooner terminated in accordance with the terms of this Agreement, this Agreement and the Licenses granted hereunder shall continue in perpetuity (the "**Term**").
- (b) Your Termination Rights.
 - (i) In addition to any other express termination right set forth in this Agreement available to You, You may terminate this Agreement and close Your Account upon written notice to eCourt Reporters, with or without cause.
 - (ii) In addition to any other effects of termination set forth herein, in the event You terminate this Agreement, upon providing notice, You acknowledge and agree that:
 - (1) For any Court Reporting Services scheduled under Your Account prior to eCourt Reporters' receipt of Your notice, this Agreement shall remain in effect and Your Account will remain open until the conclusion of such Court Reporting Services.
 - (2) Upon providing notice, You are prohibited from scheduling any additional Court Reporting Services. If You schedule any additional Court Reporting Services after providing such notice, such scheduling shall be deemed Your revocation of Your notice and this Agreement shall remain in effect unless and until You provide a subsequent notice in accordance with the terms of this Agreement.
- (c) eCourt Reporters' Termination Rights. Subject to any other express termination rights set forth in this Agreement available to eCourt Reporters:
 - (i) eCourt Reporters may immediately terminate this Agreement, terminate or suspend Your Account, and/or terminate or suspend Your access to the Site at any time, with or without notice to You, if, in eCourt Reporters' sole discretion, eCourt Reporters believes You are violating the terms of this Agreement, any related agreement, or applicable law, or if there is otherwise a risk of imminent harm to the Site and/or any other Users.
 - (ii) eCourt Reporters may terminate this Agreement, Your Account, and Your access to the Site upon written notice to You, with or without cause, by providing You notice via email to the email address associated with Your Account.
- (d) Effects of Termination. Without limiting any other effects of termination set forth in this Agreement, upon termination of this Agreement, Your License shall immediately terminate and You shall immediately discontinue use of, and shall have no right to access, the Site and You shall cease representing, advertising, or otherwise indicating that You are a Service Provider. Termination will not affect Your obligations to provide any Court Reporting Services scheduled become such termination. Further, termination shall not relieve You of any liabilities or obligations arising under this Agreement or any related agreements, nor shall termination of this Agreement prejudice or affect in any way any right of action or remedy which shall at

such date have accrued, or shall accrue thereafter, to either You or eCourt Reporters under this Agreement or any related agreement.

9. Representations, Warranties, and Covenants; Disclaimers.

- (a) Mutual Representations and Warranties of the Parties. Each Party represents and warrants that: (a) it is duly organized, validly existing, and in good standing under the laws of the applicable jurisdiction (as applicable); (b) it is duly qualified to do business and is in good standing in every jurisdiction in which qualification is required; (c) it has full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; (d) the execution of this Agreement by the Party will not violate, conflict with, require consent under, or result in any breach or default under the provision of any contract or agreement to which the Party is a party or to which any of its material assets are bound; (e) this Agreement has been properly executed and constitutes the legal, valid, and binding obligation of the Party, enforceable against the Party in accordance with its terms.
- (b) Your Representations, Warranties, and Covenants. You represent, warrant, and covenant that: (a) Your use of the Site is at Your own risk and eCourt Reporters shall not be liable for any damages arising, directly or indirectly, from Your use of the Site, including, without limitation, reliance on the information, analysis, and other data available through the Site; and (b) You are solely responsible for ensuring that any Court Reporting Services You provide comply with applicable laws and do not, and You shall not attempt to take any action intended to cause such Court Reporting Services to, infringe eCourt Reporters' and/or any third party's Intellectual Property rights.
- (c) Disclaimer. OTHER THAN AS EXPRESSLY STATED IN THIS AGREEMENT, AND OT THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, THE SITE IS PROVIDED ON AN "AS IS" AND "WHERE IS" BASIS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, QUIET POSSESSION, OR NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ECOURT REPORTERS, ITS AFFILIATES, OR OTHER THIRD PARTIES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY EXPRESSLY GRANTED HEREIN. ECOURT REPORTERS MAKES NO WARRANTY OF ANY KIND THAT THE SITE, OR RESULTS FORM THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE WITH ANY SOFTWARE, SYSTEMS, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE. YOU ASSUME THE ENTIRE RISK TO THE USE OF THE SITE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

10. Indemnification.

- (a) Indemnification by eCourt Reporters.
 - (i) eCourt Reporters shall indemnify, defend, and hold You harmless from and against any and all losses, settlements, claims, actions, suits, proceedings, investigations, judgments, awards, damages, and liabilities (collectively, "**Losses**"), and shall reimburse You for any and all legal (including reasonable attorney's fees), accounting, and other fees reasonably incurred by You in connection with investigating, mitigating, or defending against any such Loss (collectively, "**Expenses**") where such Losses or Expenses are sustained, incurred by, or asserted against You and arise out of a third party claim that the Site infringes or misappropriates such third party's Intellectual Property ("**Infringement Claim**").

- (ii) eCourt Reporters' obligations under Section 10(a)(i) shall not apply to any Loss or Expense based on:
 - (a) Your use of the Site in any manner not expressly permitted under this Agreement or the Documentation or otherwise without eCourt Reporters' written permission;
 - (b) Your use or combination of the Site with non-eCourt Reporters-provided software, data, hardware, equipment, or technology except for uses or combinations approved by eCourt Reporters in writing;
 - (c) Your use of the Site after receiving notice it infringes a third party's Intellectual Property; or
 - (d) any Loss or Expense for which You are contractually obligated to indemnify, defend and/or hold eCourt Reporters harmless.
 - (iii) If an Infringement Claim is made or appears possible, You agree to permit eCourt Reporters, in eCourt Reporters' sole discretion, to:
 - (a) modify or replace the Site, or component thereof, to make it non-infringing; or
 - (b) obtain the right for You to continue to use the Site. If eCourt Reporters determines that neither alternative is reasonably viable, eCourt Reporters may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to You.
 - (iv) This Section 10(a) sets forth Your sole remedy and eCourt Reporters' sole liability and obligation for any actual, threatened, or alleged Infringement Claim. In no event will eCourt Reporters' liability under this Section 12(a) exceed the amounts paid by You to eCourt Reporters under this Agreement in the twelve (12) months immediately preceding the event giving rise to such Infringement Claim.
- (b) **Indemnification by You.** You shall indemnify, defend, and hold harmless eCourt Reporters and its Affiliates, and its and their officers, directors, employees, agents, and attorneys ("**eCourt Reporters Indemnified Parties**") from and against any and all Losses and/or Expenses that are sustained or incurred by, or asserted against, any eCourt Reporters Indemnified Party arising out of:
 - (a) Your negligence or more culpable conduct;
 - (b) Your breach of any representation, warranty, or covenant;
 - (c) Your use of the Site in a manner not authorized by this Agreement;
 - (d) Your use of the Site in combination with data, software, hardware, equipment, or technology not provided by eCourt Reporters or authorized by eCourt Reporters in writing;
 - (e) modifications to the Site not made by eCourt Reporters;
 - (f) any claim that Your Content infringes or constitutes a wrongful use of any third party's Intellectual Property, any right of publicity or privacy, or is libelous or defamatory; or
 - (g) Your performance of any Court Reporting Services. Your foregoing obligations shall be unaffected by any applicable insurance coverage, and Your duty to indemnify, defend, and hold harmless the eCourt Reporters Indemnified Parties applies in full and regardless of whether Your insurance carrier accepts the duty to defend or provide coverage for any tendered claim.
- (c) **Indemnification Procedure.** In the event a Party is entitled to indemnification, defense, or to be held harmless pursuant to this Agreement, the Party seeking the foregoing (the "**Indemnified Party**") shall provide the other Party (the "**Indemnifying Party**") with:
 - (a) prompt written notification of any such Losses or Expenses;
 - (b) sole control and authority over the defense or settlement thereof, provided that if any settlement requires any actions or admissions by the Indemnified Party, then the settlement will require the Indemnified Party's prior written consent; and
 - (c) all available information and reasonable assistance necessary to settle and/or defend any such Losses or Expenses, at the Indemnifying Party's expense. Failure by the Indemnified Party to provide notice, sole control and authority, or information and assistance shall not relieve the Indemnifying Party of its applicable obligations, except and solely to the extent that the Indemnifying Party is materially prejudiced by such failure. The Indemnified Party may have its own counsel present at, and participate in, all proceeding or negotiations relating to a Loss or Expense, at the Indemnifying Party's own expense.

11. Limitation of Liability.

- (a) **General.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (EVEN IF PREVIOUSLY APPRISED OF THE POSSIBILITY THEREOF), WHETHER THE BASIS OF THE LIABILITY IS BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTORY, OR ANY OTHER LEGAL THEORY, OR FOR ANY ERROR OR INTERRUPTION OF USE; INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; LOSS

OF GOODWILL OR REPUTATION; OR COST OF REPLACEMENT GOODS OR SERVICES. THE AMOUNT OF ECOURT REPORTERS' LIABILITY TO YOU UNDER ANY AND ALL CLAIMS FOR LOSS OR LIABILITY BASED UPON, ARISING OUT OF, RESULTING FROM, OR IN ANY WAY CONNECTED WITH ECOURT REPORTERS' PERFORMANCE OR BREACH OF THIS AGREEMENT SHALL IN NO EVENT EXCEED THE FEES ACTUALLY PAID BY TO YOU BY ECOURT REPORTERS IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE ACT GIVING RISE TO THE LIABILITY.

- (b) Exclusions. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY WITH RESPECT TO ANY OF THE FOLLOWING: (a) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS; (b) YOUR OBLIGATIONS TO INDEMNIFY, DEFEND, AND HOLD THE ECOURT REPORTERS INDEMNIFIED PARTIES HARMLESS; (c) ANY DAMAGES RESULTING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (d) ANY OTHER DAMAGES OR LIABILITIES THAT CANNOT BE LIMITED PURSUANT TO APPLICABLE LAW.
- (c) Your Actions/Inactions. FOR THE SAKE OF CLARITY, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ECOURT REPORTERS SHALL NOT BE RESPONSIBLE OR LIABLE UNDER THIS AGREEMENT FOR ANY COSTS, EXPENSES, DAMAGES, OR LIABILITIES, AND YOU SHALL BEAR ALL RESPONSIBILITY WITH RESPECT TO ANY DAMAGES OR LIABILITIES CAUSED BY OR ARISING FROM: (a) ANY VIOLATION OF ANY APPLICABLE LAW OR ANY THIRD PARTY CLAIM ASSOCIATED WITH YOUR PERFORMANCE OF THE COURT REPORTING SERVICES OR YOUR USE OF THE SITE, INCLUDING, WITHOUT LIMITATION, YOUR CONTENT; (b) YOUR ACTION OR INACTION (UNLESS AT THE SPECIFIC DIRECTION OF ECOURT REPORTERS); OR (c) YOUR FAILURE TO FULFILL YOUR RESPONSIBILITIES UNDER THIS AGREEMENT AND/OR ANY APPLICABLE ENGAGEMENT WITH A USER FOR COURT REPORTER SERVICES.

12. Non-Circumvention and Non-Solicitation.

- (a) Non-Circumvention. During the Term, and for a period of two (2) years thereafter, You shall not, except through the Site and as otherwise permitted in this Agreement, directly or indirectly: (a) initiate, solicit, negotiate, contract, or enter into any business transactions, agreements, or undertakings with any User introduced to You through the Site; or (b) otherwise circumvent this Agreement.
- (b) Non-Solicitation. During the Term, and for a period of two (2) years thereafter, You shall not induce or attempt to induce, directly or indirectly: (a) any User or any vendor, contractor, or supplier, including, without limitation, any other Service Provider, of eCourt Reporters to in any way alter their relationship with eCourt Reporters; or (b) any employee of eCourt Reporters to leave the employ of or otherwise alter such employee's relationship with eCourt Reporters.

13. Use of Name. You shall not use eCourt Reporters' name, logos, trademarks, patents, copyrighted information, or other Intellectual Property for any purpose whatsoever, including, without limitation, any advertising, without the express prior written approval of eCourt Reporters, and the same shall at all times remain the sole property of eCourt Reporters.

14. Subcontractors. eCourt Reporters may subcontract the performance of any of its duties or obligations under this Agreement to any person. eCourt Reporters shall be responsible for the acts and omissions of each subcontractor engaged by eCourt Reporters to the same extent as if such acts or omissions were those of eCourt Reporters or its employees and shall be responsible for all fees and expenses payable to any subcontractor engaged by eCourt Reporters.

15. Notices. You shall provide an email address for notices under this Agreement within Your Account. Notices to eCourt Reporters shall be sent to info@ecourtreporters.com. All notices or other communications permitted or required to be given under this Agreement shall be sent by email to the email address provided by the other Party for such purpose and shall be deemed given when sent; provided, however, if You fail to provide an email address

for notices, eCourt Reporters may provide notices under this Agreement by any means reasonably calculated to provide You with actual notice thereof.

16. Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would require the application of the laws of any jurisdiction other than those of the State of Wisconsin. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Licenses granted hereunder will be instituted exclusively in the federal or state court located in (or whose jurisdiction covers) Walworth County, Wisconsin, and each Party irrevocably consents to the personal jurisdiction of such courts and waives all objections to jurisdiction or venue in any such legal suit, action, or proceeding commenced in any such court.
17. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT.
18. Attorneys' Fees. In the event that any Party institutes any legal suit, action, or proceeding against the other Party arising out of or relating to this Agreement, the prevailing Party in the suit, action, or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such Party in conducting the suit, action, or proceeding, including reasonable attorneys' fees, expenses, and court costs.
19. Relationship of the Parties. It is expressly agreed that the Parties shall be independent contractors and that the relationship between the Parties shall not constitute a partnership, joint venture, or agency. Neither Party shall have the authority to make any statements, representations, or commitments of any kind, or to take any action, which shall be binding on the other Party, without the prior written consent of such other Party. You shall not be eligible for or participate in any way with eCourt Reporters' benefit plans. eCourt Reporters shall not be responsible for payment of worker's compensation, disability benefits, unemployment insurance, or for withholding income taxes and social security for You.
20. Amendment and Modification. eCourt Reporters may propose amendments to this Agreement at any time by providing notice of such proposed amendments in a manner permitted hereunder. Such proposed amendments shall be deemed accepted and become part of this Agreement thirty (30) days after the date such notice is given unless You inform eCourt Reporters that You do not accept such amendments. In the event You inform eCourt Reporters that You do not accept the proposed amendments, the proposed amendments will not take effect and the existing terms will continue in full force and effect. No other modification of this Agreement shall be valid except by written amendment signed by eCourt Reporters' and Your authorized representatives.
21. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
22. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
23. Assignment. You may not assign any of Your rights or delegate any of Your obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of eCourt Reporters. eCourt Reporters may freely assign any right or obligation under this Agreement without Your prior written consent. Any purported assignment or delegation in violation of this Section will be null and void. No

assignment or delegation will relieve the assigning or delegating Party of any of its liabilities or obligations hereunder arising prior to such assignment or delegation. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

24. Force Majeure. In no event shall eCourt Reporters be liable to You, or be deemed to have breached this Agreement, for any failure or delay in performing eCourt Reporters' obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond eCourt Reporters' reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, epidemic or pandemic, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo, or other similarly disruptive events, whether or not such events are of a similar type or nature to the previously listed events.
25. Survival. The provisions of this Agreement which by their nature are intended to survive the termination, cancellation, completion or expiration of this Agreement shall continue as valid and enforceable obligations of the Parties notwithstanding any such termination, cancellation, completion or expiration. Without limiting the foregoing, the provisions regarding confidentiality, indemnity and limitations of liability shall survive the termination, cancellation, completion or expiration of this Agreement.
26. Interpretation. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. For purposes of this Agreement: (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein", "hereof", "hereby", "hereto" and "hereunder" refer to this Agreement as a whole; and (d) unless the context otherwise requires, references herein: (1) to a defined term that includes other defined terms (e.g., Site) are deemed to be followed by the words "(in whole or in part)"; (2) to sections, schedules, and exhibits mean the sections of, and schedules and exhibits attached to, this Agreement; (3) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (4) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The schedules, exhibits and other attachments referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.
27. Online Terms & Conditions. You agree that, in addition to this Agreement, Your access to and use of the Site is governed by any terms of use, terms of service, end user license agreement or click-through provisions governing the use of the Site published, presented, or otherwise made available to You and/or Your personnel by eCourt Reporters, either directly or through the Site (collectively, the "**Terms of Service**"). The Terms of Service are incorporated herein by this reference.
28. Conflicts. In the event of any inconsistency between the statements made in the body of this Agreement, the Terms of Service, and any other documents incorporated herein by reference, except as otherwise set forth herein, the following order of precedence governs: (a) this Agreement; (b) the Terms of Service; and (c) any other document incorporated herein by reference unless such document expressly provides that it is modifying this Agreement and is signed by eCourt Reporters' and Your authorized representatives. Notwithstanding any restrictions set forth herein, eCourt Reporters shall have the right to amend, replace, supplement, or otherwise modify the Terms of Service and any other document incorporated herein by reference in accordance with the terms set forth in the Terms of Service and other document incorporated herein by reference.
29. Entire Agreement. This Agreement, together with Terms of Service and any other documents incorporated herein by reference constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

EXHIBIT A

ACCEPTABLE USE OF THE SITE

Without limiting anything set forth in the Agreement, the Documentation, the Terms of Service or any other terms and conditions applicable to the use of the Site, all use of the Site must comply with the following:

1. You are only allowed to use the Site for its intended purposes, as determined by eCourt Reporters in its sole, but reasonable, discretion. Without limitation, You are not permitted to use the Site to:
 - (a) publish, post, distribute or disseminate any content which is or could reasonably be viewed as:
 - (i) hate speech, obscene, harassing, threatening, pornographic, abusive or defamatory to an individual or group of individuals on the basis of religious belief, race, gender, age, disability or otherwise;
 - (ii) inciting violence, or containing nudity or graphic or gratuitous violence;
 - (iii) an unauthorized commercial communication of any kind (including, without limitation, spam);
 - (iv) fraudulent, inaccurate or misleading, or otherwise objectionable content of any kind;
 - (v) infringing or violating someone else's rights or otherwise violating the law; or
 - (vi) identifying any person without their consent or disclosing anyone else's personal contact details or invading their privacy.
 - (b) violate any laws;
 - (c) transmit or upload any software or other materials that contain any viruses, worms, trojan horses, defects, time bombs or other items of a destructive nature; or
 - (d) engage in commercial activity except as permitted under this Agreement.
2. You are also prohibited from:
 - (a) reformatting or framing any portion of the Site, except as otherwise permitted under this Agreement;
 - (b) using any device, software or procedure that interferes with, or attempts to interfere with, the normal operation of the Site;
 - (c) taking any action that imposes, or may impose, in eCourt Reporters' sole discretion, an unreasonable or disproportionately large load on eCourt Reporters' information technology infrastructure;
 - (d) modifying, adapting, translating, or reverse engineering any portion of the Site;
 - (e) disrupting or otherwise interfering with the Site or the networks or servers eCourt Reporters uses;
 - (f) impersonating any person or entity or misrepresenting Your connection or affiliation with a person or entity;
 - (g) creating a false identity on the Site;
 - (h) creating an Account on the Site for anyone else (except when, and only to the extent, You create one or more sub-accounts on the Site for Your Authorized Users);
 - (i) collecting or storing, or attempting to collect or store, information about other Users except as permitted under this Agreement and solely to the extent necessary to schedule and pay for Court Reporting Services; or
 - (j) engaging in any activity that is illegal under federal, state, local, or other laws.
3. You shall not release to any third party information related to Your use of the Site for purposes of monitoring the Site's availability, performance, or functionality, or for any other benchmarking or competitive purposes without eCourt Reporters' prior written approval.

4. You must: (a) use the Site only for Your own business purposes; (b) provide accurate information to eCourt Reporters pertaining to Your Account and any Authorized User and keep such information up to date, including, without limitation, Your: (1) photograph; (2) personal and professional information; (3) licenses and credentials; (4) work calendar and availability to perform the Court Reporting Services; (5) posted rates for the performance of the Court Reporting Services; (6) payment and insurance information; (7) all information needed for the accurate and timely production of any transcript on Your behalf by eCourt Reporters; and (8) orders for the provision of Court Reporting Services; and (c) use the Site in a professional manner.