

## **EXPRESS NETWORK END USER LICENSE AGREEMENT, LIMITATIONS & DISCLAIMER**

Express Network appreciates the opportunity to serve your litigation support needs. By installing, copying, or otherwise using the Software, User agrees to be bound by the terms and conditions set forth in this EULA. If User does not agree to the terms and conditions set forth in this EULA, then User may not download, install, or use the Software. These Terms of Service apply to the services we provide through Express Network, Express Discovery Solutions, and any other affiliated Express Network websites (collectively, the "Express Network Services").

**LIMITATIONS ON USE.** Users agrees that they have a limited license to use the services provided by Express Network for use only in connection with an account. User agrees that you are only accessing a limited license to use the Express Network services for use only by the end-user subscriber and in accordance with the Pricing Terms provided by an authorized agent.

**CONDITIONS.** User agrees to verify using resources independent of Express Network that the services provided meet the specific needs of your matter. Express Network reserves the right to add or remove product features from this product as deemed appropriate in its sole discretion.

**EXCLUSIVE PROPRIETARY RIGHTS.** You agree to respect the intellectual property rights of Express Network and of others. Intellectual property laws protect some of the Services, including, but not limited to, our underlying technology and software. Express Network reserves all rights not expressly granted in this Agreement. You agree not to reverse engineer, reverse assemble, or otherwise attempt to discover any source code from Express Network web site or to use any network monitoring or discovery software to determine the site architecture or extract information about usage, individual identities or users. You agree not to duplicate (other than for your records), modify, sell, distribute, or create derivative works based on any part of the Express Network Services, and you agree not to attempt to transfer any of your rights under this Agreement. You also agree not to access the Services by any means other than through the interface that is provided by Express Network on the web site. Express Network has the right to monitor your use of the Express Lane Services to assure compliance with these Terms of Service.

**DUTY TO CONSULT A LICENSED ATTORNEY.** User acknowledges that services and information provided by this web application is "legal information" such as can be found in a legal publication, court website, or legal forms offered for sale through retail outlets. User further acknowledges that they are not receiving legal advice, and that this program and web application generates material which is general in nature, and that the services and information generated by this web application are not substitutes for legal advice from a licensed attorney which has been specifically tailored to an individual matter. User acknowledges that their legal situation is unique, and that Express Network Services and information provided may not fit their specific circumstances. The information generated by this program must be verified by an attorney licensed to practice law in the applicable state or venue. A licensed attorney competent to manage the documents loaded onto Express Network must review and modify as necessary all deadlines and pleadings. This program is a time saving device and is simply intended to save the attorney and the User time in the services Express Network provides.

**DISCLAIMER & APPLICABILITY OF THE ECONOMIC LOSS DOCTRINE.** This product is provided "as is" without any implied or express warranty as to performance or results that may be obtained. All

warranties, including merchantability, quality, accuracy, title, and fitness for a particular purpose are disclaimed.

Except as specifically assumed by a provision in this agreement or an appendix hereto, Express Network assumes no liability given the Users nondelegable responsibility to have all deadlines and legal documents generated by this application reviewed by an attorney, and Users expressly release Express Network from any liability under any circumstances. Except as set forth in the next sentence and/or in the "Service Level Agreement" (SLA) attached hereto as an appendix, Express Network disclaims all liability for any loss or damage, including direct, indirect, incidental, special and/or consequential damage (include without limitation, but not limited to, lost savings, lost profit, business interruption, loss of business information, pecuniary damages, and/or attorney fees) and whether arising in contract, tort, or otherwise, and whether arising out of the use the software product, the inability to use the software product, or the failure to provide support services. In the event that you (or the end-user on whose behalf you act) claims any harm or economic loss from the use of this product, regardless of whether such claim sounds in contract or tort, the parties mutually agree that the sole and exclusive remedy for any such claim shall be a refund of any amounts paid by you or the end-user to Express Network for a specific. Users acknowledgement and acceptance of these limitations is a material condition to this agreement, is commercially reasonable, and has been factored into the price and agreement as a whole. User represents that they understand that the terms of this agreement (including conditions, limitations, and disclaimers) may be periodically revised and upon notice of a modification to this agreement User agree to review and accept the disclaimer for modifications.

**EMAIL DISCLAIMER & NOTICE.** Emails sent by this web application are not encrypted. While most trigger dates and caption information are generally available from an inspection of public records (unless the case is sealed), if you decide to upload confidential information you agree to consider whether it is necessary to first discuss the matter with any clients of User, to inform the client of User that there is an expectation of privacy in email that may be protected by the attorney-User privilege in most jurisdictions, and that information sent by email is subject to a risk of unauthorized disclosure to third parties because it is not encrypted. By using this product you consent to Express Network sending you email communications which may contain reminders of upcoming deadlines or events, practice tips, and advertisements for relevant reference materials.

**DIGITAL MILLENIUM COPYRIGHT ACT.** Express Network may provide the capability for users to upload documents for their own use. The Digital Millennium Copyright Act requires that Express Network adopt and reasonably implement a policy providing that it will terminate in appropriate circumstances, the accounts of users or subscribers who repeatedly infringe on others copyrighted materials. User and those parties on whose behalf User acknowledge and accept this limitation on posting documents to firm extranets.

**TELEPHONE CONSUMER PROTECTION ACT (TCPA) & FCC REGULATIONS.** As part of the regulations promulgated to enact the TCPA, the FCC requires companies that contact Users and prospective Users to have on file written permission authorizing the methods in which a company is allowed to communicate with both existing and potential customers. User and those parties on whose behalf User acknowledge and agree that the affirmative act of clicking below and accepting this Agreement, License and Disclaimer will constitute an electronic signature within the meaning of the TCPA and its implementing regulations. Further, User and those parties on whose behalf User give permission for

their firm to be contacted for purposes of sales, customer support, renewals, and "up selling" by Express Network (and its authorized agents) through telephone, facsimile or email. Firm can revoke this permission at any time by contacting Express Network. This grant of permission is for Express Network information only. No other company's information will be sent to user, and Express Network does not sell, rent or lease your contact information.

**EXCULPATORY CLAUSE.** Further, User and those parties on whose behalf User acts, specifically agree to release Express Network from any and all liability for negligence associated with the use of this web application, including negligent representations or other types of negligence.

**CHOICE OF LAW AND EXCLUSIVE VENUE CLAUSE.** User and those parties on whose behalf User acts also agree that if any dispute arises between Express Network, and user, that the law of California will control the disposition of the dispute, and further, that Los Angeles, California will be the exclusive judicial forum.

**RIGHT TO COMMUNICATE BY FAX, PHONE, AND EMAIL.** A condition to User using the Express Lane product is that the FIRM grants Express Network the right to communicate with it for any purpose including customer support by facsimile, telephone, and/or email. Facsimiles may be sent to any fax number provided by the FIRM to Express Lane or to any fax number on the FIRM'S advertising materials.

**SERVICE LEVEL AGREEMENT.** An Express Network Service Level Agreement is incorporated herein by reference, and is attached to this agreement as Exhibit A

**ADDITIONAL TERMS.** This is a fully integrated agreement and unless expressly set forth in this agreement, or expressly incorporated by reference, no other agreements have been made between the parties and no other representations are included in this agreement.

**FIRM REPRESENTS THAT IT IS AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF ITSELF, AND AS AN AUTHORIZED AGENT FOR ANY THIRD PARTY BENEFITED BY OR RELATED TO FIRMS USE OF THIS PRODUCT.**

#### **Exhibit A EXPRESS NETWORK SERVICE LEVEL AGREEMENT**

Commencing on the date the Service to the User commences (the "Subscription Term"), Express Network will provide Support Services in accordance with the SLA as defined herein. This SLA incorporates by reference the Express Network End-User License Agreement, Limitations & Disclaimer ("Express Network User License Agreement"). In the event of any conflict between the Express Network User License Agreement and the Express Network Service Level Agreement ("SLA") the Express Network User License Agreement will prevail.

##### **1. Scope of Service Level Commitments.**

Express Network's obligations do not extend to Errors or other issues caused by:

- a. any modification of the Service made by any person other than Express Network;
- b. any third-party hardware or software used by User or any Registered Clients except as otherwise provided in the then current Documentation;
- c. the improper operation of the Service by User or Registered Clients;

- d. the accidental or deliberate damage to, or intrusion or interference with the Service;
- e. the use of the Service other than in accordance with any user Documentation or the reasonable instructions of Express Network;
- f. ongoing test or training instances of the Service provided to User; or
- g. services, circumstances, or events beyond the reasonable control of Express Network, including, without limitation, any force majeure events, the performance and/or availability of local ISPs employed by Subscriber, or any network beyond the demarcation or control of Express Network.

## **2. Scheduled Downtime and Guaranteed Up Times**

Express Network will use commercially reasonable efforts to provide at least 24 hours' prior notice before undertaking any Scheduled Downtime. Commencing on the effective date of the applicable.

Express Network reserves the right to temporarily suspend Subscriber's or a Registered Client's access to the Express Network Services as set out in the User License Agreement. Any such suspensions based on repairs, technical problems, outages or maintenance services will be subject to the Service Level Commitments.

## **3. Support Services**

Express Network will provide support services to assist Subscriber in resolving Errors ("Support Services"). Support Services do not include (a) physical installation or removal of the API and any Documentation; (b) visits to Subscriber's site; (c) any electrical, mechanical or other work with hardware, accessories or other devices associated with the use of the Service; (d) any work with any third party equipment, software or services; (e) any professional services ("Professional Services") associated with the Service, including, without limitation, any custom development, or data modeling.

Express Network will provide email and/or phone support during business hours as specified in the User License Agreement, excluding Express Network corporate holidays and U.S. holidays except where noted.