

Terms & Conditions

1. Definitions.

(a) Specific Word or Phrases. For purposes of this Agreement, each word or phrase listed below has the meaning designated. Other words or phrases used in this Agreement may be defined in the context in which they are used.

(i) "Affiliate" shall mean, with respect to any entity, any other entity directly or indirectly controlling or controlled by, or under direct or indirect common control with, such entity or one or more of the other Affiliates of that entity (or a combination thereof). For the purposes of this definition, an entity shall control another entity if the first entity: (1) owns, beneficially or of record, more than fifty percent (50%) of the voting securities of the other entity; (2) has the ability to elect a majority of the directors of the other entity; or (3) provides day to day management of such entity under contract or as managing general partner.

(ii) "Agents" shall mean the respective owners, principals, managers, representatives, stockholders, partners, officers, members, directors, attorneys, agents, consultants and employees of a party.

(iii) "Anonymized Data" shall mean Client Data that has been sanitized for privacy protection purposes, by either encrypting or removing any personally identifiable information such as name, address, telephone numbers, email addresses, account numbers, usernames, and all other information which could reasonably be used to identify a specific individual.

(iv) "Client Data" shall mean the copy of the Original Data delivered to Epiq for use in providing the Services.

(v) "Client Group Member" shall mean the Client or any of its Affiliates.

(vi) "Components" shall mean third-party software licensed by Epiq for distribution and included within the Software.

(vii) "Data Controller" means a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal data are, or are to be Processed.

(viii) "Data Processor", in relation to personal data, means any person (other than an employee of the Data Controller) who Processes the data on behalf of the Data Controller.

(ix) "Data Subject Consent" shall mean, as required under applicable law, a written authorization from each necessary person, whether an individual or entity, that approves Epiq's collection or use of all data or information under their control, solely to the extent necessary for Epiq to provide the Services.

(x) "Fee Schedule" refers to the pricing exhibit attached hereto, whether titled Fee Schedule, Pricing Schedule, Fee Rider, Pricing Rider, a combination or variation thereof, or otherwise.

(xi) "Gross Negligence" means any act, failure to act or omission which, in addition to constituting ordinary negligence, recklessly disregards the likely and serious risk of potential damages or harm to any persons or party.

(xii) "Loss" or "Losses" shall mean any and all claims, liabilities, expenses, losses, costs, fines, settlements, penalties or damages, including reasonable court costs and attorney's fees, including all costs and attorney's fees related to an appeal, arising out of or related to this Agreement or any use, inability to use, or results of use of the Services, including any of the foregoing asserted by a third-party.

(xiii) "Network" shall mean, whether owned or leased, all Epiq equipment, network, cabling, servers, mobile or other devices, hardware, peripherals, device drivers or computer functional environment.

(xiv) "Original Data" shall mean the original version of all data and materials made available to Epiq, and all data and materials provided by or on behalf of Client to Epiq.

(xv) "Original Media" shall mean any data storage device, including but not limited to any servers, tablets, laptops, hard drives, tapes, USB drives, mobile devices or other storage media.

(xvi) "Processed" and "Processes" each, in relation to information or data, means obtaining, recording or holding the information or data or carrying out any operation or set of operations on the information or data, including the: (a) organization, adaptation or alteration of the information or data; (b) retrieval, consultation or use of the information or data; (c) disclosure of the information or data by transmission, dissemination or otherwise making it available; or (d) alignment, combination, blocking, erasure or destruction of the information or data.

(xvii) "Services" shall mean the products and services requested by Client (or Client's counsel on behalf of Client) in this Agreement, including any additional services requested post-signature.

(xviii) "Software" shall mean all software including but not limited to the executable code and any object code to execute the software, whether owned or licensed by Epiq, which is used in connection with the Services.

(xix) "Willful Misconduct" means an intentional act, failure to act or omission which disregards good industry practice or the terms of this Agreement.

(b) Common Words. The following words are interpreted as designated: (i) "or" connotes any combination of all or any of the items listed; (ii) where "including," "include" or "includes" is used to refer to an example or begin a list of items, which example or items is not exclusive; (iii) unless context requires otherwise the singular shall include the plural, the plural shall include the singular; and (iv) "specified" requires that an express statement is contained in the relevant document or provision.

2. Term; Termination; Suspension of Services.

(a) This Agreement shall remain in full force and effect until terminated in accordance with the following: (i) a party may terminate this Agreement at any time for convenience by providing at least thirty (30) days prior written notice to the non-terminating party; (ii) it will automatically terminate concurrently with the termination of the final Service being provided thereunder; or (iii) a party may immediately terminate this Agreement for cause if there is a material breach, provided the terminating party tenders written notice of such material breach to the non-terminating party, and the non-terminating party fails to cure the issue within ten (10) days of receiving such notice.

(b) Epiq may, without limiting its other rights in equity or at law, including its termination rights hereunder, immediately suspend the Services, either completely or in-part, if a Client Group Member breaches any of its obligations under any agreement with Epiq. Should the Services be suspended for non-payment, Client may be required to pay a reactivation fee and deposit to protect Epiq against future payment issues.

3. Effects of Termination; Continuation of Services.

Upon termination of this Agreement:

- (a) Each party shall remain liable for all obligations arising from an act or omission that occurred prior to the termination, and from any liability or obligation that is expressly stated to survive termination;
- (b) All amounts owed by Client shall become immediately due and payable;
- (c) Epiq may permanently and irretrievably delete all Client CI without further notice, and without liability. Notwithstanding the foregoing, Epiq may retain Client CI as required by applicable law, rule or regulation, and to the extent such copies are electronically stored in accordance with Epiq's policies and procedures then in effect; and
- (d) To the extent Epiq is in possession of any media owned by Client, and Client fails to provide instructions for its return within six (6) months, Epiq may delete any data stored on the media, without liability, and return the physical device to the Client pursuant to Section 10.

4. Performance of Work.

Epiq warrants that the Services will be performed with reasonable care and skill. The Services are being delivered on an "as-is" basis, and Epiq disclaims all other terms, conditions, representations and warranties, either express or implied, including but not limited to any implied terms, conditions, representations or warranties of merchantability, suitability, title, non-infringement or fitness for a particular purpose, relating to third-party products, services (or related to the performance thereof) or software, or any Epiq IP. Further, Epiq does not warrant that the Software, its functions, or the results of using the Software will be uninterrupted or error-free, that the Software will be secure from unauthorized access or hacking, or that Epiq will correct any of the foregoing issues should they be discovered. Epiq's warranty in this Section does not apply to the extent the Services delivered by Epiq are affected by:

- (a) an unauthorized action by Client, its Agents, or a third-party;
- (b) failure of or disruptions to any Networks;
- (c) an actual or attempted modification of the Services or project without written approval by Epiq;
- (d) damage, disruption or malfunction of the Networks or Epiq IP caused by Client, its Agents, or a third party; or
- (e) any Force Majeure Event.

In connection with any collections or forensics related services provided, although Epiq shall use commercially reasonable efforts when providing such services, there is no guarantee that the data requested by Client can be located or recovered. Where the performance of Services requires Epiq to have access to Client's facilities, Client shall provide all access required. Epiq may transfer Client Data within the Networks. Client acknowledges and agrees that Epiq will often take direction from the Client's representatives, employees, agents and/or professionals (collectively, the "Client Parties") in connection with providing the Services. The parties agree that Epiq may rely upon, and Client agrees to be bound by, any requests, advice or information provided by the Client Parties to the same extent as if such requests, advice or information were provided directly by the Client.

5. Client Data.

(a) Client shall be solely responsible for maintaining the Original Data, and Client shall retain said data such that it can be promptly regenerated or duplicated as needed. Accordingly, Client expressly agrees that Epiq shall not have any liability for any data loss, damage to, or corruption of the Original Data. Client also agrees that it shall not provide any data to Epiq unless that data is necessary for the delivery of the Services, and even if necessary such data shall not be provided in violation of the following:

- (i) All Client Data was accumulated and collected in compliance with all applicable laws, rules and regulations;
- (ii) Data Subject Consents have been secured for Epiq to collect any data, if relevant, and to use it along with all other Client Data, associated hardware and Software, in providing the Services; and
- (iii) Client shall not deliver or otherwise provide Epiq access to Client Data that is subject to any statutory or regulatory data protection measures or restrictions without first securing Epiq's written approval for all such disclosures to be made.

If Epiq is not advised of what type of data will be provided, any fines and penalties (including those imposed on Epiq) related to a disclosure that violates the foregoing shall be at Client's sole cost and expense. Client further warrants that no Client Data shall be transferred to Epiq via email, through a third-party tool, or in any other unencrypted or unsecured manner. Except for the purpose of copying, imaging, or otherwise collecting data as requested hereunder, Client shall not transfer custody of any Original Media to Epiq. Epiq disclaims all liability for a violation of this Section.

Epiq's acceptance of the Client Data is evidence of its reliance on the representations and warranties contained herein.

(b) The following provisions shall apply where the provision of the Services involves processing personal data transferred, or otherwise made available, to Epiq and its affiliates by the Client or its Agents:

- (i) In this Section 5(b): the terms "personal data", "processing", "data subject", "data processor", and "data controller" shall each bear the meaning ascribed to them in the Data Protection Act 1998, as amended or any other data protection law that is or may become applicable (collectively "Data Protection Laws"). Epiq is the Data Processor and Client is the Data Collector under this Agreement.
- (ii) To the extent that the Services involve the processing of any personal data: (1) Epiq and its affiliates, as applicable, shall process such personal data only as is reasonable in connection with the Services; (2) Epiq and its affiliates, as applicable, shall take appropriate technical and organizational measures against unauthorized or unlawful processing of such personal data; (3) Epiq and its affiliates, as applicable, shall, reasonably promptly following receipt, pass on to Client any requests for details regarding, or requests for access to, any personal data and shall not answer such requests in its own right; and (4) where Client receives any data subject access request, Epiq and its affiliates, as applicable, shall, reasonably promptly following a written request from Client, provide reasonable assistance to Client to allow Client to respond to the relevant request.
- (iii) Client shall ensure that it acts in complete compliance with the applicable Data Protection Laws in respect of all personal data, and warrants to Epiq that, in respect of any and all personal data that it transfers, or otherwise makes available, to Epiq, it is lawfully able to transfer or make such personal data available, and has any and all necessary consents from the relevant data subjects.

6. Document Review & Staffing Services.

All document review and staffing services performed by Epiq are provided subject to the following:

- (a) Although Epiq will attempt to provide the services at the physical location requested, Epiq may in its sole discretion change the service location with notice to Client.

- (b) If Client requests the Services be provided in a specific location where Epiq does not own facilities, or one where Epiq currently does not have capacity to provide the services in a timely manner, and Epiq agrees to such request in its sole discretion, Client accepts sole responsibility for all liability, costs and expenses incurred by Epiq in securing access to the facilities and equipment requested, and agrees to fully indemnify, defend and hold Epiq harmless from the costs associated therewith.
- (c) Client agrees to approve all timesheets in accordance with Epiq's Timesheet Guidelines, a copy of which may be provided to Client upon request. Pursuant to the Timesheet Guidelines, all undisputed timesheets shall be deemed approved by Client, and Client shall be billed those costs. Time is of the essence.
- (d) Each document review project requires at least one (1) Project Manager. An Assistant Project Manager may be added to support the Project Manager, and Supplemental QC personnel can be added to support both the Project Manager and the Assistant Project Manager, if supplemental management resources are required. Neither the Assistant Project Manager nor Supplemental QC personnel are standalone services.
- (e) In the event any personnel work weekday evenings after 8:00 pm or weekend hours, a meal charge at cost will be expensed to the Client, not to exceed £50.
- (f) To the extent any services are provided at a non-Epiq controlled facility, Client represents and warrants that it shall:
 - (i) Properly safeguard and control the premises, processes and systems, and shall not permit any Epiq employee to operate Client's vehicles or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, negotiable instruments or other valuables without Epiq's express prior written approval;
 - (ii) Provide all facilities, supplies, equipment, and all other necessary items that may be required by any Epiq employee to perform the services;
 - (iii) Provide all Epiq employees with a safe worksite and provide appropriate information, training, and safety equipment in compliance with The Management of Health and Safety at Work Regulations 1999 requirements, in addition to any similar requirements imposed by the United Kingdom or any subpart thereof designed to ensure employee health and safety in the workplace; and
 - (iv) Notify Epiq immediately, within one (1) hour of the event, of any injuries or accidents related to any Epiq employee, and provide Epiq a written report detailing what transpired within twenty-four (24) hours of the event.
- (g) To the extent Client is receiving staffing services, Client acknowledges and agrees that:
 - (i) All Epiq employees assigned to the Project are providing services at a facility or in an environment that is solely controlled by the Client, and absent Epiq's prior written approval, shall only perform the duties and functions described herein.
 - (ii) Client is solely responsible for accepting, controlling, managing, rejecting, selecting and supervising the Epiq employees, including without limitation all work performed, and may request an Epiq employee be removed from the project at any time.
 - (iii) During the term of this Agreement and for six (6) months thereafter, Client shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of any Epiq employee assigned to a Client project to leave the employ of Epiq, or sever its contractor relationship with Epiq, or hire or engage such Epiq employee. If any employee provided by Epiq is hired by Client, either directly or indirectly, within six (6) months of the project completion date for the project they were assigned to, then Client shall pay Epiq an amount equal to twenty-five percent (25%) of the Epiq employee's first year annualized compensation with Client, including without limitation salary, benefits and guaranteed bonuses (the "Placement Fee").
 - (iv) Epiq shall have no liability or responsibility for the following: (A) which employees are rejected or selected by Client for the project; (B) the number of employees requested by Client for the project; (C) the management and supervision of the employees; or (D) ensuring there is sufficient work for the employees assigned to the project.
 - (v) That Epiq has made no representation or warranty as to the capabilities of any Epiq employee, or the quantity or quality of the work they will perform.
- (h) Client acknowledges, represents and warrants that all Services are being performed at the ultimate direction of the Client, and the final approval of all Services provided hereunder shall remain with the Client at all relevant times.
- (i) Unless the document review platform is provided by Epiq, Client shall provide Epiq personnel all required training on the use of the platform, including but not limited to providing access to training manuals and documentation. Client acknowledges and agrees that Epiq's Services hereunder shall at all times be subject to the general oversight, review and supervision of lawyer(s) with a direct relationship with the Client.

7. Fees for Services.

- (a) The Fee Schedule governs the pricing for the Services. During the month an archive, export, or deletion request is made, the full monthly hosting or archive charge will be incurred. All payments shall be tendered in the currency on which the Fee Schedule is based. In the event the Matter Size for the Services is less than what was initially indicated by the Client in this Agreement, Epiq reserves the right to charge Client at the higher gigabyte rate as set forth on the Fee Schedule.
- (b) If applicable, the following applies when determining the amount owed for HST260 services (Processing Database Storage), also formerly known as HST250 (Non-Review Storage). "Processing Data" is the uncompressed storage footprint of Client Data that is ingested into an Epiq processing database but not promoted to an Epiq hosting database or a third party application. The storage of Processing Data will be provided to Client at no cost for one (1) months after initial ingestion of such Processing Data, after which Processing Database Storage rates will apply unless Client provides Epiq with prior written notice to either delete or archive the processing database. Partial archives of the Processing Data are not available. Should either HST250 or HST260 not be included on the Fee Schedule, Epiq may, as of the date upon which Client is no longer entitled to free hosting of Processing Data pursuant to the foregoing, permanently and irretrievably delete all such Processing Data without further notice and without liability.

8. Invoicing.

Epiq shall present monthly written invoices (each an "Invoice" and comprised of "Invoice Line Items") to Client, and Client agrees to pay the undisputed amount of all Invoices and each of their Invoice Line Items in immediately available funds within thirty (30) days after the date of each such Invoice ("Due Date"). Epiq is willing to use a third party billing tool ("Billing Tool") to submit its Invoices for payment; provided Epiq agrees in writing and Client is solely responsible for any associated fees. Should the terms and conditions applicable to the Billing Tool conflict with this Agreement, the provisions of this Agreement shall control.

Client may in good faith dispute any Invoice Line Item on an Invoice, but only if Client provides Epiq written notice of the particular Invoice Line Item in dispute and the reason for such dispute no later than the Due Date. The parties agree to promptly use good faith efforts to resolve any such disputes. Such efforts shall not constitute a waiver of any other rights which Epiq may have at law or in equity. Past due balances shall accrue interest at 1.5% per month until paid. In addition to all amounts owed for Services provided hereunder, Client shall also be liable for all actual costs of collection, including reasonable attorneys' fees, incurred by Epiq in connection with this Agreement. Epiq shall be entitled, in its sole discretion, to offset any and all amounts owed to Epiq by Client from any amounts due and payable by Epiq to Client. Client is solely responsible for the timely payment of all Invoices, and Client agrees that its payment obligations are not conditioned upon the occurrence of any external event (including but not limited to, any third-party payment, insurance settlement or judgment outcome).

9. Project Related Items.

Client: (a) shall provide specifications and instructions for the project and participate in regularly scheduled status conference calls; (b) shall provide timely responses to Epiq's requests for information and approvals; (c) agrees that all delivery dates are mere estimates, not guaranteed delivery dates; and (d) shall at all times comply with its obligations under Section 5.

Unless related to an adversarial proceeding directly between Epiq and Client, if Epiq or any of its employees are deposed or required to testify in any judicial, arbitral or administrative proceedings, or to produce documents or records pursuant to a subpoena or otherwise, Client shall be solely liable for all of Epiq's related fees and expenses which shall be invoiced pursuant to this Agreement, even if previously terminated.

10. Shipping.

(a) In connection with any media handling and shipment, Client shall provide Epiq with all necessary instructions, including but not limited to the following: (i) current shipping address; (ii) name, telephone number, and valid email address for the intended recipient; and (iii) the desired shipping method with requested delivery date. All shipments to Client or Client's designee will be at Client's sole expense. Epiq is not responsible for any delivery delay or non-delivery. If Client's shipment is damaged or declared lost by the shipping agent, Epiq will file a claim for compensation from the shipping agent, and Client agrees that Epiq's total liability will be strictly limited to the amount recovered under such claim. Under no circumstances shall Epiq be liable to Client or a third-party for any lost data or other Losses associated with a damaged or lost shipment, nor shall Epiq owe a refund for any associated shipping costs once it provides proof that custody of the package was passed to the shipping agent.

(b) Any of the following shall be considered conclusive proof that Epiq passed custody of Client's package to the shipping agent: (i) a shipping document with the name or details of the shipping agent, the appropriate shipping details, and the date the shipping agent assumed custody of the package; (ii) an online tracking result that bears the appropriate package tracking number and indicates that the shipping agent assumed custody of the shipment; or (iii) an email from the shipping agent confirming that it assumed custody of the package or its efforts to track the shipment.

11. Confidentiality; Limited License.

(a) In connection with this Agreement, each of Epiq and Client (each, a "Disclosing Party" or "Discloser") may disclose to the other party (the "Receiving Party" or "Recipient") certain information that is marked or otherwise identified in writing as confidential or proprietary information of the Disclosing Party prior to or contemporaneously upon receipt by the Receiving Party or which the Receiving Party reasonably should recognize from the circumstances surrounding such disclosure or the contents of such disclosure to be confidential or proprietary including this Agreement.

All such information including, but not limited to Client Data and any IP, including Epiq IP, are hereinafter collectively referred to as "Confidential Information" or "CI". Notwithstanding the foregoing, the term "Confidential Information" and "CI" does not include information that comes into Recipient's possession without an obligation of confidence or that is or becomes generally available to the public through no action or inaction by (i) the Recipient or (ii) a source to which Recipient knows is bound by a duty or obligation of confidentiality (contractual, fiduciary or otherwise) with respect to such information.

Each Receiving Party shall hold all CI in confidence, use such CI only for the purposes of fulfilling their obligations hereunder, and not copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose such information to third parties or use such information for any purposes whatsoever, without the express written permission of the other party, other than for the performance of obligations hereunder or as otherwise agreed to herein.

Each Recipient agrees to disclose CI only to those Agents who have a legitimate business need to know, and those disclosures shall not occur until those Agents are bound by restrictions on confidentiality no less restrictive than those imposed herein and Recipient has advised them of their obligations to keep such information confidential. All CI provided or disclosed to the Recipient shall remain the sole property of the Discloser.

(b) Nothing in this Agreement shall be construed as either (i) granting or conferring any current or future right, title or interest in or to any CI or proprietary right now owned by Discloser to the Recipient or (ii) obligating Discloser to disclose CI to Recipient.

(c) Notwithstanding anything herein to the contrary, to the extent the Client Data provided belongs to a party Client is representing ("Data Owner"), Client expressly authorizes the disclosure of all Client Data to any other counsel or party specified by Data Owner without further notice, or any additional Client approval required.

(d) In the event Recipient or any individual or company to whom it transmitted or transferred the CI, whether pursuant to the provisions of this Agreement or otherwise, becomes legally compelled to disclose any CI, the party required to disclose such CI will (except where prohibited by law) advise Discloser as soon as possible so that the Discloser may either seek an appropriate remedy, including a protective order, or waive compliance with the provisions of this Agreement. In the event that any such protective order or other remedy is not obtained, or that compliance with this Agreement is waived, the party required to disclose the CI will furnish only that portion of the CI which, in the written opinion of its legal counsel, is legally required to be disclosed and will exercise reasonable efforts to obtain reliable assurances that confidential treatment will be accorded such CI.

(e) Each party agrees to use best efforts to protect the other party's intellectual property, including without limitation, all proprietary information and knowledge, patents, copyrights, trademarks, rights in databases, design rights, inventions (whether or not patentable), instruction manuals, on-line help files, concepts, ideas, tools, processes, Software, Components, trade secrets and know-how, whether in oral, written, graphic, electronic or machine-readable form (collectively, "IP").

As used herein, "Epiq IP" shall include IP owned, developed, or licensed by Epiq, including all Components and IP used by Epiq to deliver the Services and IP, and every translation, portation, modification, correction, addition, extension, upgrade, improvement, compilation, abridgment or other form in which an existing work may be recast, transformed or adapted and also includes any IP in any software, technology, methods or processes that a person skilled in the arts would consider to be derived from the Epiq IP or from any Epiq technology, methods or processes protected by applicable intellectual property laws.

Client on behalf of itself and its Agents agrees to use Epiq IP provided by Epiq solely for the purposes of the Project to the extent delivered through the Services. Any Epiq IP utilized or developed by Epiq during the course of this Agreement is the exclusive property of Epiq and its licensors who retain all rights, title and interest in and to the Epiq IP. During the term of this Agreement, and provided the Client is not in violation of this Agreement including any payment obligations hereunder, Epiq grants Client a limited, non-exclusive, non-transferable licensed right to use the Epiq IP provided by Epiq to the Client solely to the extent necessary for the Client to use the Services and solely for Client's internal business purposes in connection with the Project. Use of Epiq IP may require acceptance of a click-to-accept end user license agreement (a "EULA").

Notwithstanding anything provided in this Agreement, Client agrees to all license restrictions applicable to any third party IP sublicensed by Epiq to Client or which is contained in any Epiq IP. Client Data and Client's own work product created by Client shall (except to the extent that it comprises any Epiq IP) be owned by Client.

Notwithstanding anything to the contrary herein, Epiq shall solely and exclusively own and hold all right, title and interest in any Resultant Data, including all IP rights therein. "Resultant Data" means information, data and other content that is derived by or through the Services from Client Data and is sufficiently different from such Client Data that such Client Data cannot be reverse engineered or otherwise identified from the inspection, analysis or further processing of such information, data or content. In furtherance of the foregoing, Client hereby unconditionally and irrevocably grants to Epiq an assignment of all right, title and interest in and to the Resultant Data, including all IP rights therein.

(f) The Client and its Agents shall not, without proper authorization from Epiq, gain access to Epiq's Software, the Network, or interfere with, disrupt or violate any of Epiq's policies or procedures relating to the Services, including those affecting the Networks. Epiq, in its sole discretion, reserves the right to immediately terminate or suspend the Services if it has a reasonable belief that any of the foregoing is occurring, may occur or is threatened to occur.

12. Taxes.

Unless Client furnishes Epiq with certificates or other evidence supporting applicable exemptions from sales, use or excise taxation, invoices shall include and list all applicable sales, use, or excise taxes that are a statutory obligation of Client (including all sales, use, ad valorem taxes assessed on the use or purchase of the services or products and similar fees now in force or enacted in the future imposed on the Services) as separate line items identifying each separate tax category and taxing authority with all such items to be paid by the Client.

Client agrees to promptly reimburse Epiq for all taxes levied in accordance with the general statutes or other authoritative directives of the taxing authority on amounts payable by Client to Epiq pursuant to this Agreement. If invoices exclude sales, use or excise taxes that are subsequently determined to be a statutory obligation of the Client, Client agrees to be responsible for paying such taxes directly to the taxing authority or to promptly reimburse Epiq in an amount equal to the amount of any such excluded taxes (as determined in accordance with applicable law, rule or regulation). Client shall not be responsible for any income, gross receipts, franchise, privilege, employee or occupational taxes of Epiq.

13. Excusable Delay.

Except for the payment obligations of the parties hereunder, neither party shall be liable for any default or delay in the performance of its obligations hereunder if and to the extent such default or delay is the result of causes beyond the control of the performing party, such as riots, epidemics, war, government regulations, fire, acts of God, acts of terrorism, vendor performance issues, or a service failure of a utility or communications provider ("Force Majeure Events").

14. IP Restrictions.

Client and its Agents agree not to: (a) modify, adapt, translate or create derivative works of any Epiq IP; (b) sell, lease, rent, loan, distribute, assign, sublicense, convey or otherwise transfer, pledge as security or otherwise encumber the rights and licenses granted hereunder with respect to any Epiq IP; (c) translate, copy, reverse engineer, re-engineer, decompile, reverse compile, or disassemble any Epiq IP; (d) attempt to discover or create the source code from the object code for any Epiq IP; (e) use any Epiq IP for the benefit of any other person or entity; or (f) cause, assist or permit any third party to do any of the foregoing.

Client shall only permit access to the Epiq IP to its Agents who have a need to know in connection with the license rights granted under this Agreement. Neither Client nor any of its Agents shall publish, disclose, display or otherwise make available any Epiq IP to others. Neither Client nor any of its Agents may use the Components in any way whatsoever other than through Client's or its Agents' permitted use of the Software pursuant to and during the term of this Agreement. Upon termination of this Agreement, Client and its Agents shall immediately return or destroy all Epiq IP made available to Client and its Agents in connection with the delivery of the Services, and Client and its Agents shall refrain from further using such Epiq IP for any purpose whatsoever.

15. IP Indemnity.

(a) Subject to Section 17, each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other party, its Affiliates and each of their respective Agents (each an "Indemnified Person"), to the fullest extent permitted by applicable law, rule or regulation, from and against any and all Losses incurred by or asserted against any Indemnified Person as a result of any claim that such Indemnifying Party's provided data hereunder or IP:

- (i) infringes or violates the IP rights of any such third-party (but excluding any infringement contributorily caused by the Indemnified Person);
- (ii) contains content that is obscene or pornographic, or other content where the nature or type of such content would subject its possessor to liability under applicable law, rule or regulation (whether in tort, statute or otherwise) through its authorized use under this Agreement; or
- (iii) contains viruses, malware, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs or code. In addition, where Epiq is the Indemnifying Party in such event, Epiq may, at its expense and at its sole election:
- (iv) secure for Client the right to continue to use the allegedly infringing IP; or
- (v) modify or replace such IP with a functional equivalent so that it is non-infringing, in which case Client and its Agents will promptly stop using the allegedly infringing IP.

(b) Notwithstanding the foregoing, Epiq's obligations under this Section do not apply to any Losses based on any

- (i) use of the Epiq IP not in accordance with this Agreement;
- (ii) modification of the Epiq IP by any party other than Epiq;
- (iii) continued use of the Epiq IP after the Agreement terminated;
- (iv) prior release of the Epiq IP, to the extent the Losses could have been avoided by using the most current release, and provided that Client was notified by Epiq in writing that use of the latest release of the Epiq IP was required to avoid the infringement; or
- (v) combination or operation of the Epiq IP with other software, components, data, or equipment not substantially developed or licensed by Epiq in connection with this Agreement, to the extent the Losses could have been avoided in the absence of such combination or operation.

16. Indemnification.

(a) Subject to Section 17, Client agrees to indemnify, defend and hold harmless Epiq, its Affiliates and each of their Agents against any Losses incurred by or asserted against Epiq, its Affiliates or any of their respective Agents arising out of or related to: (i) any gross negligence or willful misconduct by Client, its Agents, or any third party to whom Client or its Agents provides access to any Epiq IP; (ii) any breach of any confidentiality obligations of this Agreement by Client or its Agents; (iii) any tangible property damage or personal injury including death caused by Client or its Agents; (iv) any instruction or information provided to Epiq by Client or its Agents in connection with the Services; (v) any breach of Section 5 by Client or its Agents; or (vi) any failure by Client or its Agents to comply with any applicable law, rule, or regulation with respect to the Services.

(b) Subject to Section 17, Epiq agrees to indemnify, defend and hold harmless Client and its Agents against any Losses incurred by or asserted against Client and its Agents arising out of or related to: (i) any Gross Negligence or Willful Misconduct by Epiq or its Agents; (ii) any breach of any confidentiality obligations in this Agreement by Epiq or its Agents; (iii) any tangible property damage or personal injury (including death) caused by Epiq or its Agents; or (iv) any failure by Epiq or its Agents to comply with applicable law, rule, or regulation with respect to the Services.

(c) Each Indemnified Person shall notify the Indemnifying Party in writing promptly of the commencement, threat, or assertion of any claim for which indemnification as set forth above may be sought. The indemnities set forth above shall survive the termination of this Agreement until the expiration of all applicable statutes of limitation with respect to each party's liabilities. The Indemnifying Party shall have sole control of the defense or settlement of the claim; provided that the Indemnifying Party shall obtain the express prior written approval of any Indemnified Party for any settlement that requires any specific performance or non-pecuniary remedy by that Indemnified Person or requires the actual payment of any amount by that Indemnified Person. The Indemnifying Party's obligations are contingent upon all Indemnified Persons reasonably cooperating in the defense or settlement of the claim. Indemnified Persons may participate in the defense of the claim, at their own expense, with counsel of their own choosing.

17. Limitation of Liability.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS SECTION SHALL CONTROL.

(a) SUBJECT TO SECTIONS 18(e) AND 18(f), EACH PARTY AND ITS RESPECTIVE AGENTS SHALL NOT HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY (WHETHER IN TORT, EQUITY, CONTRACT, WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY IN ACCORDANCE WITH APPLICABLE LAW, RULE OR REGULATION) FOR ANY INDIRECT, GENERAL, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST WAGES, BUSINESS OR PROFITS, OR LOSS OF DATA INCURRED BY CLIENT OR ANY OTHER PERSON, ARISING OUT OF RELATING TO THIS AGREEMENT, OR ANY USE, INABILITY TO USE OR RESULTS OF USE OF THE SERVICES OR SOFTWARE OR OTHERWISE, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) EPIQ SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSSES REGARDLESS OF THEIR NATURE THAT ARE CAUSED BY OR RELATED TO A FORCE MAJEURE EVENT.

(c) THE TOTAL LIABILITY OF EACH PARTY AND ITS AGENTS TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ALL LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CLIENT TO EPIQ FOR THE PARTICULAR SERVICES WHICH GAVE RISE TO THE LOSSES IN THE IMMEDIATE SIX (6) MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE ALLEGED LOSS.

(d) NOTHING IN THIS AGREEMENT SHALL LIMIT EITHER PARTY'S LIABILITY FOR:

- (i) Death or personal injury caused by that party's negligence; and/or
- (ii) Any form of liability that cannot lawfully be excluded or limited under English law.

(e) TO THE EXTENT CERTAIN JURISDICTIONS GOVERNING THIS AGREEMENT LIMIT THE EXCLUSION OF DAMAGES OR LIMITATION OF LIABILITY HEREUNDER OR OTHERWISE RENDER ANY PART OF THE EXCLUSIONS OF DAMAGES OR LIMITATIONS OF LIABILITY UNENFORCEABLE, THE ABOVE EXCLUSIONS AND LIMITATIONS SHALL BE MODIFIED TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

18. Entire Agreement; Amendments; Counterparts.

This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior and contemporaneous agreements, communications, understandings, negotiations, and discussions whether oral or written or course of dealings between the parties. Each party acknowledges that in entering into this Agreement it is not relying upon any pre contractual statement or agreement which is not repeated in this Agreement, and no party shall have any right of action against any other party to this agreement arising out of or in connection with any pre contractual statement or agreement except to the extent that it is repeated in this Agreement.

No modification or amendment of this Agreement shall be binding upon either party unless approved by an authorized representative of each in a signed written agreement or via electronic mail. Notwithstanding anything herein to the contrary, the parties expressly agree that this Agreement, and any modification or amendment hereto, may be agreed upon and memorialized utilizing commercially available electronic software, such as electronic mail, provided any such software: (a) clearly establishes the intent of the parties to be bound, and (b) if applicable, clearly identifies the terms to be modified or amended.

The absence of a typed signature entered with the specific intent of creating a contractual commitment shall not void or otherwise alter the validity of an agreement entered into pursuant to the above. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, and all such counterparts when taken together shall be considered and constitute one complete copy hereof.

19. Governing Law.

This Agreement, and any dispute, controversy or proceeding arising out of or relating to this Agreement, or the subject matter hereof, shall be governed by the substantive laws of England & Wales without regard to any conflicts of law principles.

20. Notices.

All notices hereunder shall be in writing and deemed duly given on the date of delivery. Notices shall be tendered by either (a) personal delivery or (b) via nationally recognized overnight courier (delivery receipt requested), postage prepaid, addressed to the addressee pursuant to the following: (i) at the Epiq Notice Address, (ii) at the Client Contact address, or (iii) if provided, the most recent alternative address provided by addressee for the receipt of notices, The addresses referenced in subparts (i)-(ii) are specified on the Contact Information Form.

21. Arbitration.

Any dispute, controversy, proceeding or claim arising out of or relating to this Agreement, or the Services, including but not limited to any alleged breach shall be settled by mandatory, final and binding arbitration in the London Court of International Arbitration (“LCIA”), and such arbitration shall comply with and be governed by the rules of the LCIA, with the place of arbitration being London, England and all proceedings being conducted solely in the English language, provided that either party may seek interim relief in court as it deems necessary to protect its CI or IP. The decision of the arbitrator shall be final, binding on the parties hereto, and not subject to further review. Any judgment awarded may be entered in any court having jurisdiction, and enforced throughout the world. Notwithstanding the foregoing, either party may immediately seek injunctive relief in a court of competent jurisdiction should it reasonably believe the other party is in breach of its obligations as set forth herein.

22. Severability; Independent Contractor.

All clauses and covenants in this Agreement are severable; in the event any or part of them are held or found to be invalid or unenforceable by any tribunal (including any court or arbitrator), a valid clause or covenant that most closely matches the intent of the original clause or covenant shall be substituted and any other clauses or covenants shall remain valid and enforced to the fullest extent possible under applicable law. Epiq is an independent contractor of Client, and this Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between the parties. Neither party has the authority (and shall not hold themselves out as having authority) to bind the other, or make any agreements or representations on its behalf.

23. Assignment.

This Agreement will inure to the benefit of, and be binding on, and enforceable against each of the parties hereto and their respective successors and permitted assigns. Neither party shall assign its rights under this Agreement without the other party’s prior written consent, which shall not be unreasonably withheld or delayed, except Epiq may freely assign or delegate all or a portion of its rights and obligations without Client consent if such assignment or delegation is to: (a) an Affiliate or subcontractor of Epiq; (b) a successor party by consolidation, merger or operation of law; (c) a purchaser of all or substantially all of Epiq’s assets; or (d) a lender of Epiq as collateral. Any assignment or delegation to an Epiq Affiliate or subcontractor necessarily includes all rights required for the performance of the delegated Services that party will provide on Epiq’s behalf, including the right to access and process Client Data. Subject to the foregoing, the parties do not confer any rights or remedies upon any person or entity other than the parties to this Agreement and their respective successors and permitted assigns.

24. Remedies and Waiver.

No delay or omission by any party to this agreement in exercising any right, power or remedy provided by law or under this agreement shall: (a) affect that right, power or remedy; or (b) operate as a waiver of it. The single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not unless otherwise expressly stated preclude any other or further exercise of it or the exercise of any other right, power or remedy.

25. Signatures.

This Agreement may be executed via “wet” signature or electronic mark and the executed signature pages may be delivered as a .pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means, and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

26. General.

The parties hereto have participated jointly in the negotiation and drafting of this Agreement with the assistance of counsel and other advisors and, in the event of an ambiguity or question of intent or interpretation arising, this Agreement shall be construed as jointly drafted by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. Headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Any valid and binding non-disclosure agreement between the parties prior to the date hereof shall govern any confidential information disclosed prior to the Effective Date of this Agreement. Upon termination of this Agreement, provisions which by their nature should survive termination, shall survive termination.

Unless otherwise specified, the pricing set forth in the Fee Schedule contains individual unit pricing for each service. Services are mutually exclusive and are deemed delivered and accepted when provided. This Agreement has been drafted in, and shall be construed in, the English language. Any translation of this Agreement prepared by either party is for convenience only. If there is any contradiction between the English language version and any such translation, then the English language version shall control. Under no circumstances shall Epiq’s performance, or the delivery of the Services, be construed as Epiq or its employees being engaged in the practice of law, rendering legal opinions, or providing legal advice or private investigative services to Client. Epiq has expressly advised Client that Epiq and its employees are not representing Client, not providing it legal advice, and not serving as a private investigator.

Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

**The non-Epiq party to the Work Order
to which these Standard Contractual Clauses are attached**
(the “data exporter”)

and

Epiq eDiscovery Solutions, Inc. and its affiliates
777 Third Avenue, 12th Floor, New York, NY 10017
(the “data importer”)

each a “party”; together “the parties”,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Annex A.

1. Definitions

For the purposes of the Clauses:

- (a) personal data, special categories of data, process/processing, controller, processor, data subject and supervisory authority shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (1);
- (b) the data exporter means the controller who transfers the personal data;
- (c) the data importer means the processor who agrees to receive from the data exporter personal data intended for processing on its behalf after the transfer in accordance with its instructions and the terms of the Clauses and who is not subject to a third country’s system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) the sub-processor means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with its instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) the applicable data protection law means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) technical and organisational security measures means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

2. Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Annex A which forms an integral part of the Clauses.

3. Third-party beneficiary clause

- A. The data subject can enforce against the data exporter this clause (Standard Contractual Clauses)3, clause (Standard Contractual Clauses)4(a) to clause (Standard Contractual Clauses)4(h), clause (Standard Contractual Clauses)5(a) to clause (Standard Contractual Clauses)5(d)(iii) and clause (Standard Contractual Clauses)5(f) to clause (Standard Contractual Clauses)5(i), clause 0 and clause 0, clause (Standard Contractual Clauses)7, clause 0 and clause (Standard Contractual Clauses)9 to clause (Standard Contractual Clauses)12 as third-party beneficiary.
- B. The data subject can enforce against the data importer this clause 0, clause (Standard Contractual Clauses)5(a) to clause (Standard Contractual Clauses)5(d)(iii) and clause (Standard Contractual Clauses)5(f), clause (Standard Contractual Clauses)6, clause (Standard Contractual Clauses)7, clause 0 and clause (Standard Contractual Clauses)9 to clause (Standard Contractual Clauses)12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
- C. The data subject can enforce against the sub-processor this clause 0, clause (Standard Contractual Clauses)5(a) to clause (Standard Contractual Clauses)5(d)(iii) and clause (Standard Contractual Clauses)5(f), clause (Standard Contractual Clauses)6, clause (Standard Contractual Clauses)7, clause 0, and clause (Standard Contractual Clauses)9 to clause (Standard Contractual Clauses)12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
- D. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

4. Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any sub-processor pursuant to clause (Standard Contractual Clauses)5(a) and clause 0 to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Annex B, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of sub-processing, the processing activity is carried out in accordance with clause (Standard Contractual Clauses)11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subjects as the data importer under the Clauses; and
- (j) that it will ensure compliance with clause (Standard Contractual Clauses)4(a) to clause (Standard Contractual Clauses)4(h).

5. Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Annex B before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
 - (ii) any accidental or unauthorised access; and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Annex B which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the sub-processor will be carried out in accordance with clause (Standard Contractual Clauses)11; and
- (j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

6. Liability

A. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in clause (Standard Contractual Clauses)3 or in clause (Standard Contractual Clauses)11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

B. If a data subject is not able to bring a claim for compensation in accordance with paragraph 6A against the data exporter, arising out of a breach by the data importer or its sub-processor of any of their obligations referred to in clause (Standard Contractual Clauses)3 or in clause (Standard Contractual Clauses)11 because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

C. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 6A and 6B, arising out of a breach by the sub-processor of any of their obligations referred to in clause (Standard Contractual Clauses)³ or in clause (Standard Contractual Clauses)¹¹ because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

7. Mediation and jurisdiction

A. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

- (i) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
- (ii) to refer the dispute to the courts in the Member State in which the data exporter is established.

B. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

8. Cooperation with supervisory authorities

A. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

B. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

C. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 8B. In such a case the data exporter shall be entitled to take the measures foreseen in clause (Standard Contractual Clauses)⁵(a).

9. Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

10. Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clauses.

11. Sub-processing

A. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

B. The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in clause (Standard Contractual Clauses)³ for cases where the data subject is not able to bring the claim for compensation referred to in paragraph A of clause (Standard Contractual Clauses)⁶ against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

C. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 11A shall be governed by the law of the Member State in which the data exporter is established.

D. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to clause (Standard Contractual Clauses)⁵(i), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

12. Obligation after the termination of personal data processing services

A. The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

B. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph A.

Agreed & Accepted By:

On behalf of the data exporter:

Signature located on Cover Page of the Work Order to which these Standard Contractual Clauses are attached.

On behalf of the data importer:

Signature located on Cover Page of the Work Order to which these Standard Contractual Clauses are attached.

Annex A

To The Standard Contractual Clauses

This Annex A forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Annex A.

Data Exporter:

The data exporter is the non-Epiq party to the Work Order to which these Standard Contractual Clauses are attached. The data exporter will provide data and information which is potentially relevant to, or required to be disclosed in connection with, an internal investigation or litigation related proceeding.

Data Importer:

The data importer is Epiq eDiscovery Solutions, Inc., and its affiliates, an organization that is engaged for ediscovery services and has been engaged by data exporter to provide such services.

Data Subjects:

Data subjects could include, but are not limited to, the data exporter's current, former and prospective employees, along with its contractors, sub-contractors, intermediaries, and customers. Data subjects could also include individuals whom have, or have attempted to communicate with any of the foregoing categories of individuals.

Categories of Data:

The personal data transferred may concern the following categories of data:

Generic Contact Information

Contact information such as home and work address; home and work telephone numbers; mobile telephone numbers; email addresses; social media account details; instant messaging and landline details.

Other personal details such as user IDs; business contact information; job or position title; business title; job type or code; business site; corporate data relating to third parties and their representatives.

Financial Data

Credit card information; bank account details; salary and benefits information.

Family, Lifestyle, and Social Circumstances

Marital or parental status; related persons data; name and contact information of dependents or beneficiaries including home address; home and work telephone numbers; mobile telephone numbers; beneficiary information; dependent information; date of birth; gender; emergency contacts.

HR Data

General HR data; certification information; probation period and employment duration information; job or position title; business title; job type or code; business site; company, supervisory, cost centre and region affiliation; work schedule and status (full-time or part-time, regular or temporary) employee identification information; education, language(s) and special competencies; compensation and related information (including pay type and information regarding raises and salary adjustments); salary; payroll information; government tax reporting information; benefits; allowance, bonus, commission and stock plan information; leave of absence information; employment history; work experience information; information on internal project appointments; accomplishment and credentials information; appraisals; employment applications and resumes; training and development information; award information; membership information; date of birth; gender.

Communications Data

Domain names; IP addresses; billing and invoicing data; log data e.g. time stamps, duration, subject, recipient, sender; communications content data which relates to or identifies an individual, including IM, email, and voice recordings.

Corporate Data

May include certain corporate data which could constitute personal data.

Special Categories of Data (if appropriate):

The personal data transferred may concern the following special categories of data:

Sensitive personal data may be transferred as part of litigation matters and regulatory requests such as national and governmental identification information, certain family lifestyle and social circumstances data, and other highly restricted or sensitive personal data.

Processing Operations:

The personal data transferred will be subject to the following basic processing activities:

a. Duration and Object of Data Processing.

The duration of data processing shall be for the term designated in the Work Order to which these Standard Contractual Clauses are attached. The objective of the data processing is to provide the ediscovery services which data exporter requested pursuant to the Work Order to which these Standard Contractual Clauses are attached.

b. Scope and Purpose of Data Processing.

The scope and purpose of processing personal data is described in the Work Order to which these Standard Contractual Clauses are attached. The data importer operates a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors operate such facilities.

c. Customer Data Access.

Throughout the term of the Work Order to which these Standard Contractual Clauses are attached, data importer will at its election and as necessary under applicable law implementing Article 12(b) of the EU Data Protection Directive, either: (1) provide data exporter with the ability to correct, delete, or block client data, or (2) make such corrections, deletions, or blockages on its behalf.

d. Data Deletion or Return.

Upon expiration or termination of the Work Order to which these Standard Contractual Clauses are attached, and pursuant to the terms thereof, data importer will delete or return all client data in its possession, as elected by data exporter.

e. Implementation of Technical and Organizational Measures.

Data importer shall implement the technical and organizational measures described in Annex B, to the extent relevant and necessary to complete the activities contemplated in the Work Order to which these Standard Contractual Clauses are attached.

Subcontractors:

Data importer may hire other companies to provide limited services on data importer's behalf, such as providing customer support. Any such subcontractor will be permitted to obtain client data only to deliver the services the data importer has retained them to provide, and they are prohibited from using client data for any other purpose.

Agreed & Accepted By:

On behalf of the data exporter:

Signature located on Cover Page of the Work Order to which these Standard Contractual Clauses are attached.

On behalf of the data importer:

Signature located on Cover Page of the Work Order to which these Standard Contractual Clauses are attached.

ANNEX B

To The Standard Contractual Clauses

This Annex B forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with clause (xviii)4(c) and clause (xviii)5(b) (or documents/legislation attached):

Data importer shall undertake appropriate technical and organizational measures to protect against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

The measures to be taken shall include, without limitation, those security measures identified in the written agreement for services between the data exporter and the data importer that the data importer is obligated to implement (as detailed in the, and to the extent not identified in the Work Order to which these Standard Contractual Clauses are attached, any other appropriate measures that are necessary to protect personal data against: (i) accidental or unlawful destruction or loss; (ii) alteration or damage; (iii) unauthorized disclosure or access, in particular where processing involves the transmission of data over a network; and (iv) all other unauthorized or unlawful forms of processing.

Such measures must: (i) take into account available technology and the cost of implementing the specific measures; (ii) ensure a level of security appropriate to the harm that might result from a breach of security and the nature of the data to be protected; and (iii) be, at a minimum, in accordance with industry practice, including using with the provisions of ISO 27002 as guidance in the implementation of such measures.