Epiq Hearing Services Terms and Conditions

Terms and Conditions
Epiq Europe, Ltd trading as Epiq (hereafter referred to as Epiq) will provide Services set forth in the applicable Statement of Work (SOW) or Proposal (Proposal) in accordance with these Terms and Conditions."

1. Services

1.1 Each SOW describes the Services and constitutes a separate contract to which these Terms and Conditions (Terms) apply. In the case of an inconsistency between the SOW and these Terms, the SOW will control.

1.2 These Terms supersede any previous terms and conditions, negotiations or discussions between the parties.

1.3 Epiq reserves the right to adjust the schedule and price at any time, subject to Client approval, based on changes to Client's specifications, assumptions or services.

2. Payment and Invoicing

2.1 Fees incurred by Client for Services provided in accordance with the applicable SOW or as otherwise agreed in writing will be invoiced on a monthly basis in arrears and are due for payment in cleared funds within 30 days of the invoice date.

2.2 Epiq's right to payment is not dependent on Client's case or payments received for Client's services.

2.3 Fees are exclusive of VAT or any other such applicable tax due at the date of invoice.

2.4 Specific billing requirements must be notified to Epiq in writing as soon as reasonably practicable. If third party billing or invoicing systems are utilised by Client, additional administrative fees may be incurred.

3. Client's Obligations

3.1 Any changes to Client, billing or project details must be notified to Epiq in writing.

3.2 Where applicable, all licenses and consents must be obtained and maintained by the Client prior to the commencement of Services.

3.3 Client shall provide notice of any changes or adaptations to the schedule provided to Epiq and if applicable provide immediate notice of Court timetables or time constraints relating to the project.

3.4 Client is responsible for Services requested by and fees incurred by its advisors or representatives.

3.5 If any equipment is hired from Epiq it is the responsibility of the Client to ensure the safeguarding of the equipment and any content loaded thereon for the length of the engagement.

4. Epiq's Obligations

4.1 Epiq shall provide notice of technical updates with direct impact on the Services where applicable.

4.2 Material including media or hard copies received by Epiq shall be returned following the importation of data into the appropriate Epiq processing or hosting system.

4.3 Working copies of the data provided will be held along with additional work product created until such time as the Client requests its deletion or upon the project closing and receipt of a Certificate of Destruction.

5. Software Licenses

5.1 The following terms apply when access to an Epiq provided software is given:

5.1.1. Epiq shall be provided a list of individual users ("Authorised Users") including full names and email addresses.

5.1.2. Additional Authorised Users may be granted access upon written request, at a cost to be determined by the applicable SOW.

5.1.3. Authorised Users shall not disclose login credentials to any other party at any time for any purpose. Epiq must be notified immediately if the Client becomes aware that such details have been compromised.

5.1.4. Authorised User access is subject to the terms of the End User Licence Agreement "EULA." The Client shall indemnify Epiq against any loss or damage arising from any failure to comply with the EULA.]

5.1.5. The licence granted under the EULA is for the term as specified in the applicable SOW. Upon termination of the Services, the Client's licence to access the software shall cease.

6. Confidentiality

6.1. "Confidential Information" includes but is not limited to:

6.1.1. Material provided to Epiq directly or indirectly for the performance of the Services;

6.1.2. The Terms, along with any associated SOW or Proposal; or

6.1.3. Information arising out of performance of the Services including correspondence and information contained in the database or on any Epiq system.

6.2. Parties, including agents, employees or third parties, shall not disclose any Confidential Information for any purpose other than as necessary for performing the Services or as required by law.

6.3. Confidential Information provided shall be held securely at all times whilst in the possession of the receiving party.

6.4. All parties to whom Confidential Information will be available for the purposes of the carrying out of the Services shall acknowledge and comply with the terms pertaining to confidentiality.

7. Intellectual Property

7.1. Any intellectual property rights ("IPR") contained in any software and/or system that is owned by or that has

been developed by Epiq shall belong to Epiq and or its affiliates (collectively known as "Epiq IPR"). The Client acknowledges and agrees that Epiq and/or its licensors shall own all IPR in the Services . The Client may not make any changes whatsoever to Epiq IPR without the prior written consent of Epiq. For the avoidance of doubt, any of the Client's Confidential Information stored on systems managed by Epiq remains the property of the Client. All IPR in the materials, data and information provided to Epiq by Client shall remain the property of the Client and/or its licensors.

7.2. Subject to any separate licence agreements between the parties, each party (the licensor) grants to the other party (the licensee) a non-exclusive, non-transferable, worldwide licence to use Epiq's IPR and to access any other IPR licensed by Epiq to the extent required to perform the licensee's obligations or exercise its rights.

7.3. The Client warrants that it has all necessary licenses, consents and permissions to enable Epiq to perform the Services, and the Client shall indemnify Epiq against any and all reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against Epiq in respect of any claim or action brought against Epiq alleging that its provision of the Services infringes the IPR of a third party.

7.4 Subject to clause 9, Epiq agrees to indemnify and defend the Client from and against any claim that the software infringes any intellectual property rights, copyright, patent or other intellectual property right, provided that the Client: (i) notifies Epiq of any such claim in writing within 30 days of becoming aware of such claim; (ii) tenders to Epiq the right to defend and settle such claim; and (iii) provides Epiq with any and all reasonable assistance, information and authority necessary for the defence and settlement of such claim.

8. Data Protection

8.1. All references in this clause to "data processor," "data controller," "data subject," "process" and "personal data" shall have the meanings defined in the Data Protection Act 1998 (DPA) as amended or any other data protection law that is or may become applicable.

8.2. At all times in the performance of the services Client acts as a data controller and it shall comply with its obligations under the DPA or other such applicable legislation in force, including without limitation obtaining and maintaining all data subjects' consent to processing necessary for the performance of each and every SOW.

8.3. In relation to these Services Epiq acts as data processor and shall:

8.3.1. process personal data provided hereunder only in accordance with the written instructions of the Client who is acting as data controller;

8.3.2. where Epiq receives any data subject access request, reasonably promptly following a written request from Client, provide reasonable assistance to Client to allow Client to respond to the relevant request;

8.3.3. inform Client without undue delay if it becomes aware of any accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure of or access to the personal data and provide Client with all reasonable assistance in investigating and mitigating the impact of any such data breach. Epiq shall also provide all reasonable assistance to Client in relation to its or their obligations to provide adequate notifications to the relevant data protection authorities and affected data subjects;

8.3.4. no more than once annually, upon no less than thirty (30) days' prior written notice to Epiq and during normal business hours, allow a representative of Client access to any relevant premises where the Services are being provided owned or controlled by Epiq to inspect the measures, programs and procedures adopted in performance of and in compliance with this Agreement. Epiq shall also make available to Client, at Client's reasonable request, all information necessary to demonstrate compliance with this Agreement;

8.3.5. upon the termination of the Agreement for whatever reason, return all personal data and all copies of the personal data to Client forthwith or, at Client's choice, retain and in such case for a fee or destroy all copies of the same and certify to Client that it has done so, unless Epiq is prevented by its national law, internal processes or local regulator from destroying or returning all or part of such data, in which event the data will be kept confidential and will not be actively processed for any purpose;

8.3.6. take reasonable steps to ensure the reliability of any of its staff and/or Agents who will have access to the personal data, ensuring that any such staff and/or Agents are contractually obliged to maintain the confidentiality of the personal data

8.3.7. with regard to the state of technological development and cost of implementing any measures, take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:

8.3.7.1. the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and

8.3.7.2. the nature of the Personal Data protected; and

8.3.8. not subcontract any processing of the personal data or otherwise disclose the personal data to any third party except as expressly permitted by this Agreement or otherwise permitted by Client in writing.

8.4. The party acting as data processor shall use reasonable endeavours to assist the party acting as data controller with any subject access request it may receive in relation to the Personal Data.

9. Limitation of Liability

9.1. Epiq shall not be held liable if its obligations are delayed or prevented due to acts or omissions of the Client, its agents, subcontractors, consultants or employees.

9.2. In the event of defects, Epiq's liability shall be limited to remedy of such defects or re-performance of the Services, at its discretion, except in circumstances where such defect is caused by an act or omission of the Client.

9.3. In the event that it is not reasonable or practical to remedy such defect, Epiq's total aggregate liability under each SOW shall not exceed the value of the Services.

9.4. Material provided by the Client remains the property of the Client and Epiq shall not be held responsible for its content, accuracy, completeness or compliance with any laws.

10. Termination

10.1. Either party may terminate a SOW immediately, by giving to the other side written notice, if the other party breaches its obligations and (i) such breach is material (including non-payment), persistent or cannot be remedied; or (ii) the other party fails to remedy such breach within 30 days of having been required in writing to do so. Termination of a particular SOW shall not prevent the continuance of other SOW's already in force.

10.2. Either party may terminate all SOWs by written notice in the event that a petition is presented for the purposes of bona fide insolvency proceedings under the applicable law.

10.3. Termination of any SOW shall be without prejudice to the rights and remedies of either party that have accrued up to the date of termination.

10.4. Provisions that are expressed or intended to survive termination shall continue in full force and effect.

10.5. Upon termination or the completion of an SOW, each party shall delete or return to the other party all of its property including any Confidential Information in its possession at the time of termination. Any audio recorded by Epiq for transcription services will be deleted in accordance with our audio retention policy.

10.6. Upon termination of a SOW, the Client shall immediately pay to Epiq any outstanding unpaid invoices including cancellation fees if applicable. Epiq reserves the right to submit an invoice for any Services that have been supplied but not invoiced, which shall be payable immediately upon receipt of invoice.

11. Force Majeure

Neither party shall be liable to the other party for any delay or non-performance of its obligations arising from any cause or causes beyond its reasonable control which could not be planned for or avoided, including but not limited to: act of God, governmental act, war, fire, flood, explosion, civil commotion, acts of terrorism.

12. General

12.1. The delay in or failure of a party to exercise or enforce any right or remedy under any individual SOW shall not be deemed to be a waiver of that right or remedy nor operate to bar the exercise or enforcement of it at any time.

12.2. If any provision is held by any court or competent authority to be void or unenforceable in whole or in part, these Terms shall continue to be valid as to the other provisions along with the remainder of the affected provisions.

12.3. Every notice, request, demand or other communication shall be in writing delivered personally or by prepaid letter or email. Such communication will be deemed received immediately in the case of an email or in the case of a letter when delivered personally, or three days after the date of posting.

12.4. These Terms and any associated SOW shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.