EpiqTMX Terms and 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, subcontractors, consultants, contractors and employees of a party.

(iii) "*Client Data*" shall mean the copy of the Original Data delivered to Service Provider for use in providing the Services.

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

(v) "*Components*" shall mean third-party software licensed by Service Provider for distribution and included within the Software.

(vi) "*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.

(vii) "*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.

(viii) "*Data Protection Laws"* means (i) the GDPR; and (ii) all laws and regulations and sector recommendations containing rules for the protection of individuals with regard to the processing of personal data, including without limitation security requirements for, and the free movement of, personal data.

(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 Service Provider's collection or use of all data or information under their control, solely to the extent necessary for Service Provider to provide the Services.

(x) "Epiq" shall mean Epiq Systems, Ltd. and/or Epiq Europe, Ltd depending on the Services requested. For the avoidance of doubt, TMX eBundle Services are delivered by Epiq Systems, Ltd. and Court Reporting Services are delivered by Epiq Europe, Ltd.

(xi) "*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.

(xii) "*GDPR"* means EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

(xiii) "*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.

(xiv) "*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 from use of the Services, including any of the foregoing asserted by a third-party.

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

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

(xvii) "*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.

(xviii) "*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.

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

(xx) "*Service Provider"* shall mean (i) Epiq; (ii) an Epiq Affiliate; and/or (iii) an Epiq Agent.

(xxi) "*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 Service Provider, which is used in connection with the Services.

(xxii) "*Third Party"* means each person or entity which is not a party or deemed to have rights or obligations under this Agreement.

(xxiii) "*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 commence on the Effective Date and 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; or (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 (including any interest) by Client shall become immediately due and payable;

(c) Unless agreed otherwise (note where the parties agree or where the Client instructs Epiq to retain data, Client shall pay Epiq any and all applicable fees for e.g. storage and/or archiving), 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 9.

4. *Performance of Work.* Epiq warrants that the Services will be performed in a professional and workmanlike manner. The Services are being delivered on an "as-is" basis, and Epiq disclaims all other representations and warranties, either express or implied, including but not limited to any implied warranties or conditions of merchantability, suitability, title, non-infringement or fitness for a particular purpose, any warranty relating to third-party products, services or software, or any warranty related to the performance thereof 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 Service Provider 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 Service Provider 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 Service Provider to have access to Client's facilities, Client shall provide all access required. Service Provider may transfer Client Data within the Networks.

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 Service Provider 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 Service Provider 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 representations and warranties.

Client agrees that Service Provider is permitted to process Client Data as part of performing the Services unless instructed otherwise in writing. Client represents and warrants the following to Service Provider:

(i) All Client Data was accumulated and collected in compliance with all relevant Data Protection Laws, rules and regulations;

(ii) The provision of Client Data to Service Provider and the processing of the Client Data by the Service Provider in accordance with the terms of this Agreement will not cause Service Provider to be in breach of any laws or regulations applicable to the Client Data.

(iii) Data Subject Consents have been secured for Service Provider 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

(iv) Client shall not deliver or otherwise provide Service Provider access to Client Data that is subject to any statutory or regulatory data protection measures or restrictions without first securing written approval for all such disclosures to be made to Service Provider.

Because Epiq has no advanced knowledge of what type of data will be provided, all fines and penalties (including those imposed on Service Provider) 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 Service Provider 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 Service Provider. Service Provider disclaims all liability for a violation of this Section.

Service Provider'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 Service Provider 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 under the relevant Data Protection Laws . Service Provider is a data processor.

(ii) To the extent that the Services involve the processing of any personal data Service Provider shall:

a. process such personal data only as is reasonable in connection with the Services;

b. take appropriate technical and organizational measures against unauthorized or unlawful processing of such personal data, including the engagement of reliable staff and the implementation of appropriate security measures;

c. 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;

d. where Service Provider 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;

e. 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;

f. 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. Service Provider 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;

g. no more than once annually, upon no less than thirty (30) days' prior written notice to Service Provider 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 Service Provider to inspect the measures, programs and procedures adopted in performance of and in compliance with this Agreement. Service Provider shall also make available to Client, at Client's reasonable request, all information necessary to demonstrate compliance with this Agreement;

h. 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 Service Provider is prevented by its national law, internal policies 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; and

i. 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.

(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 Service Provider that, in respect of any and all personal data that it transfers, or otherwise makes available, to Service Provider, it is lawfully able to transfer or make such personal data available, and has any and all necessary consents from the relevant data subjects.

(iv) The parties agree that where Client Data may be processed outside of the EEA then the relevant parties may enter into standard contractual clauses adopted by the European Commission. Client acknowledges, agrees and consents to the subcontractors listed in Exhibit A including the Standard Contractual Clauses in Exhibit B.

6. ***Fees for Services.*** 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 which the Fee Schedule is based upon.

7. ***Invoicing.*** Epiq shall present written invoices (each an "*Invoice*" and comprised of "*Invoice Line Items*") to Client, and Client agrees to pay 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 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 the following shall not be construed as a waiver of that obligation: (a) Epiq's acceptance of a third-party payment; or (b) Epiq communicating with a third-party related to a potential or actual third-party payment.

8. ***Project Related Items.*** Client: (a) shall provide specifications and instructions for the project and participate in regularly scheduled status conference calls; and (b) shall provide timely responses to Epiq's requests for information and approvals; and (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.

9. ***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) any email from the shipping agent confirming that it assumed custody of the package or its efforts to track the shipment.

10. ***Intellectual Property, 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 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. Notwithstanding anything in this Agreement to the contrary, Client authorizes Epiq to use and retain its data for internal testing purposes and product development so long as all such retained data is kept confidential and secured in accordance with Epiq's policies and procedures then in effect. As clarification, this Agreement is Epiq CI.

(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 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, 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 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 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. Neither Client nor any of its Agents shall exercise any ownership or proprietary rights in, or represent to any third party that it has an interest in any 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 license restrictions applicable to any third party IP sublicensed by Epiq to Client or which is contained in any Epiq IP. Epiq's delivery to Client of certain deliverables in connection with the Services in no way operates as a waiver of Epiq's rights under this Section. Client Data and Client's own work product created by Client shall be owned by Client.

(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.

11. ***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.

12. ***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*").

13. ***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; © 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.

14. ***Liability and IP Indemnity.***

(a) Subject to Section 16, 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.

15. ***Indemnification*.**

(a) Subject to Section 16, Client agrees to indemnify, defend and hold harmless Service Provider against any Losses incurred by or asserted against Service Provider 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 Service Provider by Client or its Agents in connection with the Services; (v) any breach of Section 5 & 6 by Client or its Agents; and (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 16, Epiq shall indemnify, defend and hold harmless Client and its Agents against any Losses incurred by or asserted against Client arising out of or related to: (i) any Gross Negligence or Willful Misconduct by Service Provider; (ii) any tangible property damage or personal injury caused by Service Provider; and (iii) a breach of any confidentiality obligations of this Agreement by Service Provider.

(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.

16. ***Limitation of Liability.*** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS SECTION SHALL CONTROL.

(a) SUBJECT TO SECTIONS 17© AND 17(f), EACH PARTY (INCLUDING THEIR RESPECTIVE AFFILIATES) 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, 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) SERVICE PROVIDERSHALL NOT BE LIABLE TO CLIENT FOR ANY LOSSES REGARDLESS OF THEIR NATURE THAT ARE CAUSED BY OR RELATED TO A FORCE MAJEURE EVENT.

(c) SERVICE PROVIDER SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSSES THAT ARE SUBJECT TO A LEGAL PROCEEDING INITIATED AGAINST EPIQ MORE THAN TWO (2) YEARS AFTER SUCH CAUSE OF ACTION FIRST AROSE.

(d) THE TOTAL LIABILITY OF EITHER PARTY (INCLUDING THEIR RESPECTIVE AFFILIATES) AND ITS AGENTS TO THE OTHER PARTY (INCLDUING THEIR RESPECTIVE AFFILIATES) 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.

(e) NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE 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.

(f) 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.

17. ***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. 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 mere act of sending or transmitting an electronic record consistent with the foregoing shall serve as conclusive proof of the party's intent to create a binding contractual commitment. 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.

18. ***Governing Law; Venue.*** 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. Subject to Section 21, each of the parties to this Agreement irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in connection with this Agreement or its formation or validity and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.

19. ***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.

20. ***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 Epiq may seek interim relief in court as it deems necessary to protect its CI and Epiq 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.

21. ***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.

22. ***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 (including their respective Affiliates and/or Agents) shall assign or delegate this Agreement or any of its rights or obligations hereunder to any other Third Party without the prior written consent of the other party and subject to any applicable local laws being followed in each instance (e.g. the applicable customary method in the relevant jurisdiction is used to assign or delegate such rights or obligations which may include, among other things, the assignee agreeing in writing to assume the assignor's rights and obligations under this Agreement). Epiq (including their respective Affiliates and/or Agents) 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) another Affiliate or Agent 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. This Agreement will inure to the benefit of and bind the Parties' permitted successors and assigns. Any assignment, delegation, or transfer of this Agreement or the Services in violation of the foregoing shall be null and void. Subject to the foregoing, the parties do not confer any rights or remedies upon any person or entity other than the parties (this includes their Affiliates and/or Agents) to this Agreement and their respective successors and permitted assigns.

23. ***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.

24. ***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.

25. ***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. Client shall not during the term of this Agreement and for twelve (12) months thereafter, regardless of the reason for the termination, directly or indirectly, on its own behalf or on behalf of or in conjunction with any person or legal entity, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee of Epiq to terminate their employment relationship with Epiq. Unless otherwise specified, the pricing set forth in the Fee Schedule contains individual unit pricing for each service. The price listed for each service represents a bona fide proposal for that service and the Client may accept separate service components or may accept the services listed in their entirety. 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.