

BEST CASE CLOUD SOLUTION END USER SUBSCRIPTION AGREEMENT

Version 2021.3. Last updated November 16, 2021.

PLEASE READ THIS END USER SUBSCRIPTION AGREEMENT (“EUSA”) CAREFULLY BEFORE ACCESSING OR USING BEST CASE® CLOUD SOLUTION SOFTWARE AS A SERVICE (HEREINAFTER, “THE SERVICE”). THIS EUSA IS A BINDING LEGAL WRITTEN AGREEMENT BETWEEN YOU (“SUBSCRIBER”, “PARTY”, “YOU”, OR “YOUR”) ON THE ONE HAND; AND BEST CASE, LLC (“BEST CASE”, “PARTY”, “WE,” “US,” OR “OUR”) ON THE OTHER HAND. THIS EUSA BECOMES EFFECTIVE ON THE DATE THAT YOU FIRST ACCESS OR USE THE SERVICE (THE “EFFECTIVE DATE”). BY ACCESSING OR USING THE SERVICE, YOU ARE ACCEPTING AND AGREEING TO BE BOUND BY THIS EUSA. ALL USE OF THE SERVICE IS RESTRICTED BY THIS EUSA. IF YOU ARE AN INDIVIDUAL AGREEING TO THE TERMS OF THIS EUSA ON BEHALF OF AN ENTITY, SUCH AS A LAW FIRM, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ENTITY AND “SUBSCRIBER”, “PARTY”, “YOU” AND “YOUR” SHALL REFER HEREIN TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS OF THIS EUSA, YOU MUST NOT ACCESS OR USE THE SERVICES. The terms of this EUSA apply during any period in which you are accessing or using the Service and may be modified from time to time. By continuing to use the Service after the effective date of any modifications to this EUSA, you agree to be bound by the modified terms. We last modified this EUSA on the date listed above.

DEFINITIONS

“**Activation Date**” means the date on which BEST CASE activates your Subscription and provides you with access to the Service.

“**Active**” means the status your Subscription is in when all Subscription Fees and CIN Account invoices are paid current. When your Subscription is Active, you will have full access to all of the features and functionality of the Service.

“**Affiliate(s)**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. BEST CASE’s Affiliates include but are not limited to Bankruptcy Management Solutions Inc. d/b/a Stretto and Credit Infonet, Inc. d/b/a CIN Legal Data Services.

“**Best Case Cloud Solution**” means the Best Case Cloud Solution software as a service (SaaS) application and all of the functionality resident in that application, including but not limited to federal bankruptcy forms preparation, customer relationship management and communication tools, advanced accounting tools, and court noticing integration functionality.

“**Case Data**” means that subset of your Content consisting of a Client’s case information, petition and schedules, forms and documents, and other case-related information and Products that you have input into or caused to have been imported into the Service. Case Data includes both Filed Data and Non-Public Data.

“**CIN Account**” means the secure account provided by Credit Infonet, Inc. dba CIN Legal Data Services that enables you to order bankruptcy-related due diligence products through the Service. Credit Infonet, Inc. is a wholly-owned subsidiary of Bankruptcy Management Solutions, Inc. d/b/a Stretto.

“**CIN Legal Data Services**” means Credit Infonet, Inc. d/b/a CIN Legal Data Services, a sister company to Best Case, LLC and a wholly-owned subsidiary of Bankruptcy Management Solutions, Inc. d/b/a Stretto.

“**Client(s)**” means any Consumer who retains or otherwise contracts with Subscriber for legal representation.

“**Client Data**” means that subset of your Content consisting of a Client’s full name and some or all of the following data types: contact information, comments, cases list, billing details, invoices and payments data, communications and touchpoints.

“**Closed**” means the status your Subscription is placed in on the sixty-first (61st) day of being Expired. For the first year (365 days) that the Subscription is Closed, you will be able to access the Service to make a payment on your Subscription or to export Case Data and Client Data. All other functionality of the Service will be unavailable to you.

“**Cloud Storage**” means the cloud storage space BEST CASE makes available to Subscribers and their Users’ use during the Subscription Term.

“**Consumer**” means a natural person, not a business entity.

“**Content**” means applications, platforms, interfaces, documents, spreadsheets, data, text files, audio files, video files, images or any other content that you or your Users **(a)** run on or cause to interface with the Service, **(b)** order through the Service, **(c)** upload to the Service; or **(d)** transfer, process, use or store in connection with the Service. Your Content includes but is not limited to Client Data; Case Data; Filed Data; Non-Public Data; notes, events, tasks, templates and custom forms; billing and accounting data; calendar entries and court notices; unfiled bankruptcy petitions, forms, schedules, plans and other case-related documents and all other data you create in or cause to be uploaded to or stored in the Service.

“**Documentation**” means the training resources, getting started guides, user guides, quick reference guides, and other technical and operations manuals and specifications for the Service located at www.bestcase.com, www.app.bestcase.com and at www.help.bestcase.com as such documentation may be updated by us from time to time.

“**Effective Date**” means the date on which you first access or use the Service. The EUSA Term begins on the Effective Date.

“**EUSA**” means this Best Case Cloud Solution End User Subscription Agreement.

“**EUSA Term**” means the term of this End User Subscription Agreement which begins on the Effective Date and continues until terminated.

“**Filed Data**” means that subset of Case Data consisting of Clients’ bankruptcy petitions, forms, schedules, plans and other case-related documents and Products **(a)** that have been filed with a United States Bankruptcy Court using the Service, and **(b)** that are publicly available via a PACER search.

“**Expired**” means the status your Subscription is placed in **(a)** immediately upon your becoming delinquent in the payment of Subscription Fees pursuant to Section 1.5(c) (“Delinquent Payment”); **(b)** immediately whenever notice of termination or notice of cancellation of renewal is given by either Party pursuant to Section 4.2 (“Effect of Notice”); or **(c)** when your Subscription is due to automatically renew if you have an overdue balance on your CIN Account (see Section 12 and Exhibit A). When your Subscription is Expired, you can access existing Content but cannot add any new Content. In addition, certain features and functionality of the Service will be unavailable and you will be unable to renew your Subscription. You can reactivate an Expired Subscription by paying all outstanding Subscription Fees and any outstanding or overdue balance owed on your CIN Account.

“**Non-affiliates**” means third-party companies that are not related to BEST CASE by common ownership or control.

“Non-Public Data” means that subset of Case Data consisting of Clients’ bankruptcy petitions, forms, schedules, plans and other case-related documents and Products (a) that have not yet been filed with the United States Bankruptcy Court, and (b) that are not otherwise publicly available information.

“Payment Method” means the Credit Card Subscriber provides to BEST CASE per Section 1.5 (b) of this Agreement for automatic payment of the Subscription Fee.

“Personally Identifiable Information” or **“PII”** means any information that has the potential to directly or indirectly identify a specific Consumer or Client.

“Privacy Policy” means the privacy policy posted www.stretto.com/legal-policies/, as it may be updated by us from time to time.

“Service” –see “Best Case Cloud Solution”

“Service Site” means the Best Case Cloud Solution Web Site at www.app.bestcase.com.

“Site Terms” means the Terms and Conditions of use located at www.stretto.com/legal-policies/ as they may be updated by us from time to time.

“Stretto” means Bankruptcy Management Solutions, Inc. d/b/a/ Stretto, a parent company of Best Case LLC

“Subscription” means the limited, revocable, personal, non-exclusive, nontransferable, non-assignable and non-sub-licensable right to use the Service as set forth in this EUSA. Subscriptions are three hundred and sixty-five days in duration.

“Subscription Fee” means the annual per-User charge for the Service, which can be paid in one lump sum or in monthly installment payments.

“User” means an individual whom you authorize to access and use the Service via your Subscription.

“Subscription Term” means the Initial Subscription Term and any Renewal Subscription Term(s) as defined in Section 1. 4.

1. General Terms

1.1 EUSA Term. The term of this EUSA (“EUSA Term”) commences on the Effective Date and remains in effect until cancelled or terminated pursuant to Section 4.1 herein. Per Section 4.3, certain sections will remain in effect post-termination.

(a) **Optional Trial Period.** If Subscriber has opted to use the Service for the first fourteen (14) days on a trial basis, the first 14 days of the EUSA Term shall be known as the “Trial Period”. During the Trial Period, Subscriber will not be required to select a Subscription Type pursuant to Section 1.4 and will not be charged a Subscription Fee pursuant to Section 1.5. Certain functionality will be limited or unavailable during the Trial Period, such as Court Notices (unless Subscriber is already a Court Notices subscriber with Best Case® Bankruptcy desktop software), the importing of Client or Case Data, and the ordering of credit reports and other due diligence products . The Subscriber may cancel this EUSA at any time during the Trial Period by giving same-day written notice to BEST CASE according to Section 1.12. Beginning on the fifteenth (15th) day of the EUSA Term, the Subscriber will be prompted to select a Subscription Type pursuant to Section 1.4 and make the Subscription Fee payment for the Initial Subscription Term.

1.2 Ownership of Intellectual Property. The Service is the valuable, proprietary, copyrighted and/or trade secret property of BEST CASE and embodies substantial confidential information, ideas and expressions. The Service is not sold and can be accessed only via approved subscriptions. Except for the subscription rights granted under this EUSA, BEST CASE reserves all right, title, and interest, express or implied, in and to the Service and to the service marks, trademarks, accompanying logos, slogans and domain names existing in conjunction with the Service, including but not limited to, Stretto®, Stretto Core™, Credit Infonet®, CINGroup®, Best Case®, OneTouch®, MyCaseInfo®, CIN Legal Data Services®, CINcompass®, CIN™, myHorizon®, Attorney Suite™ and Bankruptcy Credit Report™.

1.3 Subscription to Service. Subject to the terms and conditions of this EUSA, BEST CASE grants you a limited, revocable, personal, non-exclusive, nontransferable, and non-assignable Subscription to use the Service during the EUSA Term. You obtain no other rights to the Service from BEST CASE or its affiliates.

1.4 Subscription Term. The Initial Subscription Term is three hundred and sixty-five (365) days. Subject to timely payment of both the Subscription Fees (see Section 1.5) and CIN Account balance (see Section 12 and Exhibit A), and your compliance with the other terms and conditions of this EUSA, the Subscription will automatically renew for additional 365-day terms (the “Renewal Subscription Term(s)”). Both the Initial Subscription Term and Renewal Subscription Term(s) shall be referred to as the “Subscription Term”.

1.5 Subscription Fee. BEST CASE will charge you a fee for each Active User you add to your Subscription during the Subscription Term (“Subscription Fee” and “Fee”). The Subscription Fee covers the User’s use, maintenance and support of the Service during that Subscription Term. Payment of the entire Subscription Fee for the Subscription Term is a material obligation of this Agreement and survives termination.

(a) **Payment Terms.** The entire Subscription Fee for the Initial Subscription Term is due on your Activation Date, or if you participated in the Trial Period described in Section 1.1(a), on the fifteenth (15th) day following the Activation Date. You may choose to pay the Subscription Fee in one lump-sum payment or in twelve (12) equal monthly installment payments throughout the Initial Subscription Term. Subscription Fees for Renewal Subscription Terms will be charged to you once every three hundred and sixty-five (365) days, on the anniversary of the date on which you made either the lump-sum or first monthly installment payment of the Subscription Fee for the Initial Subscription Term. Fees for Renewal Subscription Terms will be charged automatically unless and until this EUSA is terminated according to Section 4.1 herein. No full or partial refunds will be given for Subscription Fee payments. All Fees are exclusive of federal, state, provincial, municipal or other taxes which you agree to pay based on where you are primarily domiciled. All Fee payments are non-refundable; no partial or full refunds will be given for Fees paid. The Subscription Fee may change from Subscription Term to Subscription Term with the new Fee becoming effective upon term renewal. You will receive notice of Fee changes in accordance with Section 1.12 (“Notice”). Adding or activating additional Users during a Subscription Term will result in additional Fees as described herein in Section 3.1 (“Adding and Removing Users”).

(b) **Payment Method.** To facilitate the timely payment of Subscription Fees, you agree to provide BEST CASE with a valid and non-expired credit card (“Payment Method”). You agree to update BEST CASE with new information whenever any changes are made to the Payment Method and to provide the update in advance of the date on which your next Subscription Fee payment is due.

(c) **Delinquent Payment.** If for any reason BEST CASE is unable to process a Subscription Fee payment via your Payment Method on the due date, your Subscription status will be set to “Expired” until payment is received. You acknowledge that your ability to access certain features and functionality within the Service will be limited if your Subscription is Expired, and that if your Subscription remains in an Expired status for more than sixty (60) days, your subscription status will change to “Closed”. Please see “DEFINITIONS” for the meanings of “Expired” and “Closed”.

1.6 Conversions from Best Case Desktop and CINcompass. If you are an existing licensee of Best Case® Bankruptcy desktop software or existing subscriber to CINcompass® cloud software as a service who is converting to using the Service, **(a)** notwithstanding Section 1.5(a) (“Payment Terms”), the Subscription Fee payment due date for your Initial Subscription Term will be determined by the maintenance expiration date on your current software rather than your Activation Date for the Service; and **(b)** your Client Data and Case Data for cases created after the 2015 bankruptcy forms changes will be converted to the Service. BEST CASE does not guarantee that the converted data will be free of errors or omissions in content or form.

1.7 Internet Access Requirement. You acknowledge that you are responsible for paying the fees charged by your Internet access provider, and that these fees are in addition to any fees you may pay BEST CASE for use of the Service. In addition, you agree that you are solely responsible for paying any costs you incur in order to access the Service through a wireless device, and acknowledge that wireless carriers may charge fees for alerts, web browsing, messaging and other services that require the use of airtime and wireless data services.

1.8 Minimum System Requirements. For best results, computer hardware meeting the following specifications should be used to access the Service: **(a)** Memory: 4 GB or greater; **(b)** CPU: Any Intel i3 or i5 or i7 Processor or equivalent AMD processor; **(c)** Display Resolution (Monitor): 1680x1050 or higher resolution; **(d)** Operating System: Windows 10; or Mac OS X 10.9 or newer. Subscriber must install all latest service packs and hot fixes for the operating system used); **(e)** Browser: any browser *except for* IE; and **(f)** Internet Connectivity: Download speed of 3 to 6Mbps or higher and upload speed of 764Kbps to 1.5 Mbps or higher. You can test Internet connectivity by going to www.speedtest.net.

1.9 Third Party Content. Third Party Content, such as software applications provided by third parties, may be made available directly charges. Because we may not have tested or screened the Third Party Content, your use of any Third Party Content is at your sole risk.

1.10 Cloud Storage. During the Subscription Term, BEST CASE makes available to you 10 GB of storage space on its cloud storage platform for you and your Users’ use (“Cloud Storage”). Once you have used all 10 GB of the Cloud Storage, you will be able to upload additional Content only if you either archive some or all of your uploaded Content or purchase additional Cloud Storage from BEST CASE. You agree to comply with Section 3.5 (“Restrictions on Use”) whenever you use the Cloud Storage and to upload only Content directly related to your use of the Service. BEST CASE will store the Content you upload to Cloud Storage for the duration of the time in which your Subscription is Active and/or Inactive, and for one (1) year following the date on which your Subscription is Closed. Any and all Content, information, materials, and documents that you or Users cause to be saved in Cloud Storage, regardless of form or medium, are and shall remain your exclusive property and you shall retain all right, title, and interest in and to the same.

1.11 Modifications to EUSA. We may modify the terms and conditions of this EUSA at any time by posting a revised version of the EUSA on the Service Site and notifying you in accordance with Section 1.12 (“Notice”). Most modifications will become effective 30 days from the date of posting. Notwithstanding, if third-party contract changes or changes in laws or regulations force BEST CASE to modify the EUSA, our revisions may become effective as of the date of the posting. By continuing to use the Service after the effective date of any modifications to this EUSA, you agree to be bound by the modified terms. It is your responsibility to check the Service Site regularly for modifications to this EUSA. We last modified this EUSA on the date listed at the beginning of this EUSA.

1.12 Notice. (a) To You. We may provide any notice to you under this EUSA by: **(i)** posting a notice in the Messages area of the Service which is viewable whenever you log in to the Service; **(ii)** sending a message to the email address then associated with your Subscription; or **(iii)** mailing a notice to the business address then associated with your Subscription via courier or registered or certified mail. Notices we provide by posting on the Service Site or the Service will be effective upon posting. Notices we provide by email will be effective when we send the email. Notices we provide by mail will be effective three business days after we send them unless sent by overnight or second-day air carrier. It is your responsibility to inform us of any changes to your email address and mailing address. You will be deemed to have received any email or postal mail sent to the email and mailing addresses associated with either your Subscription at the time when the email or mail is sent, regardless of whether you actually receive the email or mail. **(b) To Us.** To give us notice under this EUSA, you must contact BEST CASE as follows: **(i)** by facsimile transmission to 866-307-1003; **(ii)** by email to attorney@stretto.com; or **(iii)** by courier or registered or certified mail to Stretto, ATTN: Legal Dept., 4540 Honeywell Court, Dayton, OH 45424. We may update the facsimile number or address for notices to us by posting a notice on the Service Site. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent. **(c) Language.** All communications and notices to be made or given pursuant to this EUSA must be in the English language.

2. BEST CASE’s Provision of the Service

2.1 Availability. Subject to your compliance with the terms of this EUSA, BEST CASE will **(a)** make the Service available to you and your Users, **(b)** provide BEST CASE’s standard support for the Service to you at no additional charge, and **(c)** use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for: **(i)** planned downtime (of which BEST CASE shall give at least 8 hours electronic notice and which BEST CASE shall schedule to the extent practicable during the weekend hours between 9:00 p.m. Friday and 6:00 a.m. Monday, Eastern Standard Time); **(ii)** unplanned downtime due to circumstances within BEST CASE’s control; and **(iii)** any unavailability caused by circumstances beyond BEST CASE’S reasonable control as set out in Section 11.2 (“Force Majeure”). You acknowledge that these routine system updates and other outages, planned and unplanned (“Interruptions”), will occur from time to time and will temporarily prevent you from accessing the Service. You agree to hold BEST CASE harmless for all such Interruptions.

2.2 Changes. BEST CASE may from time to time change, delete, or add to the features or functionality of the Service with or without any advance notice to you; and may suspend your access to any part of the Service at any time in order to enforce information privacy and security policies and guidelines. While we do not guarantee advance notice, we will notify you pursuant to Section 1.12 (“Notice”) of any material change to or discontinuation of the Service.

2.3 Data Security. BEST CASE maintains reasonable, appropriate and industry-compliant physical, electronic, and procedural safeguards to guard the privacy of data stored within its network. While these measures are designed in part to help you secure your Content against accidental or unlawful loss, access or disclosure, BEST CASE’s use thereof does not limit in any way the terms and obligations set out in Section 10 (“Limitations of Liability”), Section 3.4 (“Security of Your Content”) and Section 3.9 (“Assumption of Risks”).

2.4 Data Privacy. BEST CASE and its parent company STRETTO are committed to protecting the privacy of Personally Identifiable Information. [STRETTO’s Privacy Policy](#) is subject to change from time to time without notice and the terms of the most recent policy version posted online will be controlling. You consent to our collection, use and disclosure of information associated with the Service and to our accessing, processing and using your Content in accordance with the Privacy Policy and Section 2.6 (“Data Integrity and Use”).

2.5 ECF Availability. You acknowledge that BEST CASE cannot control the availability of any court's ECF site, and hereby agree to hold BEST CASE harmless for any ECF outages and service interruptions that may impact your ability to file documents via the Service.

2.6 Data Integrity and Use. BEST CASE is not responsible for the legality, accuracy, completeness, consistency or maintenance of your Content as entered into the Service by you or Users. BEST CASE shall not **(a)** modify your Content or **(b)** access your Content except to do the following in full compliance with Section 2.4 ("Data Privacy"): **(i)** provide the Service, **(ii)** provide customer support to you, **(iii)** prevent or address service or technical problems, **(iv)** comply with any request of a governmental or regulatory body (including subpoenas or court orders), **(v)** conduct secure and anonymized internal research and development on the Service, and **(vi)** collect, securely store and share with Affiliates and Non-Affiliates both Filed Data and de-identified and aggregated Non-Public Data and Case Data for business development and marketing purposes.

2.7 Data Portability. You will be able to export Client Data and Case Data from the Service to another medium during the Subscription Term and for one year (365 days) after the date on which your Subscription is Closed. BEST CASE does not guarantee that the exported data will be free of errors or omissions in content or form. BEST CASE disclaims all liability for the security and maintenance of the exported data once you have downloaded the same from the Service. You acknowledge that exported data is static and will not be updated or synced to the original files maintained in the Service.

2.8 Audit Rights. BEST CASE reserves the right to periodically conduct audits of your system utilization and adherence to the Access Security Requirements posted at www.stretto.com/legal-policies, either remotely or onsite, to detect any unauthorized use of or exposed risk to the Service and Products. Such audits shall take place at reasonable times, upon reasonable advance notice pursuant to Section 1.12 ("Notice"), during your normal business hours and in such a manner so as not to interfere with your normal business activities. During any system utilization audit authorized by this section, BEST CASE will work with you to ensure that Client confidentiality is fully maintained. BEST CASE reserves the right to terminate your access to the Service either temporarily or permanently in response to finding any material violations of this EUSA during any audit, internal or external.

3. Your Responsibilities

3.1 Adding and Removing Users. You are responsible for creating a unique User for each individual whom you authorize to access and use the Service via your Subscription. Sharing of User access credentials between multiple individuals is strictly prohibited. You may add an unlimited number of Users under your Subscription. **(a)** You will be charged a Subscription Fee each User you add or activate (see Section 1.5 "Subscription Fee"). The Subscription Fee will be billed to you immediately upon User activation and will be prorated based on the amount of the Term remaining at the time you add the User. **(b)** You may remove or deactivate a User from your Subscription at any time during the Term. Your Subscription Fee will not be reduced due to the deactivation of a User and you will not receive a credit for any part of the Subscription Fee paid for that User.

3.2 User Management. You are solely responsible for Users' use of the Service and your Content. If you become aware of any violation of your obligations under this EUSA by any User, you agree to deactivate said User immediately and to contact BEST CASE regarding the User's violations. Whenever any User leaves your employment or no longer has a business need to access the Service, you agree to promptly deactivate that User.

3.3 Content Management. You are solely responsible for the content, accuracy, completeness, consistency, legality, and use and maintenance of your Content. For example, your responsibilities include, but are not limited to, the following: **(a)** insuring the accuracy, quality and legality of your Content and the means by which you acquired your Content; **(b)** managing claims relating to your Content; **(c)** properly handling and processing of notices sent to you (or any of your Affiliates) by any person claiming that your Content violates such person's rights, including violation of privacy act notices and notices pursuant to the Digital Millennium Copyright Act; **(d)** obtaining a Consumer's informed consent to share his/her Personally Identifiable Information with BEST CASE and its Affiliates prior to adding that Consumer's Personally Identifiable Information to your Content; and **(e)** protecting the privacy and security of your Content as addressed in Section 3.4 ("Security of Your Content"), Section 6.4 ("Treatment of Confidential Information") and Section 6.5 ("Personally Identifiable Information") herein.

3.4 Security of Your Content. You agree that you are responsible for maintaining appropriate security, protection and backup of your Content, which may include the use of encryption technology to protect your Content from unauthorized loss, access or disclosure. In maintaining the security of your Content, you agree **(a)** to implement and maintain a comprehensive information security program that contains administrative, technical and physical safeguards that are appropriate to the size and complexity of your or your entity's practice and the nature and scope of your activities; and **(b)** to be bound by the Access Security Requirements ("ASR") posted at www.stretto.com/legal-policies and incorporated herein in its entirety by reference. BEST CASE may amend the ASR from time to time with notice and the terms of the most recent policy version posted online shall be controlling.

3.5 Restrictions on Use. You may only use the Service according to the provisions of this EUSA. Any breach of this EUSA by you or any employee, officer, agent or User of Subscriber shall constitute a breach by Subscriber. You agree that you will not use the Service in any manner that could damage, disable, overburden, or impair such Service, or interfere with any other party's use and enjoyment of the Service. In addition, you agree to **(a)** use commercially reasonable efforts to prevent unauthorized access to or use of the Service, and notify BEST CASE promptly of any such unauthorized access or use; **(b)** use the Service in compliance with any and all applicable local, state, federal, or international laws, and rules and regulations, and all local laws and regulations regarding online conduct and acceptable content; and **(c)** comply with the terms and conditions of use and/or legal notices which are posted at the web sites through which you or Users are accessing the Service. You also agree that you will not **(d)** make the Service available to, or use the Service for the benefit of, any third party; **(e)** sell, resell, license, sublicense, distribute, rent or lease the Service; **(f)** use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or contractual rights of any party; **(g)** use the Service to store or transmit malicious code, meaning any code, files, scripts, agents or programs intended to do harm, including but not limited to, viruses, worms, time bombs and Trojan horses; **(h)** interfere with or disrupt the integrity or performance of the Service or third-party data contained therein; **(i)** attempt to gain unauthorized access to the Service or content or related systems or networks; **(j)** permit direct or indirect access to or use of the Service in a way that circumvents a contractual usage limit; **(k)** copy the Service or any part, feature, function or user interface thereof; **(l)** copy content except as permitted herein; **(m)** frame or mirror any part of the Service, other than framing on your own intranets or otherwise for your own internal business purposes or as permitted herein; **(n)** access any part of the Service in order to build a competitive product or service; **(o)** use the Service or allow the transfer, transmission, export or re-export of the Service or any portion thereof, in violation of any export control laws or regulations administered by the

U. S. Commerce Department or any other governmental agency; **(p)** remove any copyright, trademark proprietary rights, ownership, disclaimer or warning notice included in any part of the Service or any other materials provided to you by BEST CASE; or **(q)** decompile, disassemble, reverse engineer or otherwise derive source code from any part of the Service.

3.6 Duty to Review. You acknowledge and agree that you and/or Users have a duty to review your Content, including the content of all forms, documents, attachments and other work product generated through or in the Service, for mistakes, errors, and omissions before filing the same with any court.

3.7 Technical Providers. A Technical Provider is a third-party service provider that acts on Subscriber's behalf, manages any technical platform that allows access to Personally Identifiable Information, and takes possession of FCRA or GLB protected data directly from the Service. Application Service Providers (ASP) and Software as a Service (SaaS) who have access to PII are examples of Technical Providers. If you wish to use a third-party Technical Provider to perform any of your obligations under this EUSA or the Access Security Requirements, you must obtain prior written approval from BEST CASE. BEST CASE will not unreasonably withhold such approval, but the approval shall be subject to the results of an investigation of the Technical Provider to be conducted by BEST CASE as required by the national credit bureaus. If the Technical Provider is approved, you will be required to enter into an Agency Addendum to EUSA with BEST CASE and the Technical Provider. You acknowledge that failure to obtain prior written approval and/or to execute the required Agency Addendum may result in the termination of this EUSA, and that use of a third-party Technical Provider does not relieve you of any obligations under the EUSA or Access Security Requirements.

3.8 Duty to Update. You agree that you must notify BEST CASE in writing of any change in your business location or mailing address and any changes in the ownership or control of your business no later than five (5) business days following said change and in accordance with Section 1.12 ("Notice").

3.9 Assumption of Risks. You acknowledge the risk that your Content and other information transmitted electronically between you and BEST CASE through the Service and/or uploaded by you to the Service may be intercepted by unauthorized third parties and/or irretrievably lost. You agree to accept these risks and to hold harmless BEST CASE for any loss, damage or injury resulting from the interception or loss of your Content or other information.

4. Termination

4.1 Methods of Termination. All notices referenced in this Section 4.1 must occur in accordance with Section 1.12 ("Notice"). This EUSA can be terminated by the Parties as follows:

(a) Cancellation of Renewal. Either Party, with or without cause, for any reason or no reason, may terminate this EUSA by giving the other Party advance written notice of intent to cancel the renewal of the Subscription at least thirty (30) days prior to the end of the then-current Subscription Term.

(b) Termination for Cause. If BEST CASE commits a material breach of this EUSA and such breach remains uncured fifteen (15) days after notice; or becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; you may terminate this EUSA by giving BEST CASE a fifteen (15) day advance notice of termination. If BEST CASE in its sole discretion determines that the security of PII or other confidential data is or has been impaired or compromised by your or any person or entity's use of your Subscription or Content; or that you or User(s) have violated the provisions set out in Sections 1.2, 3.1 – 3.7, 6.3 - 6.5 and/or 11.5 herein; BEST CASE may terminate this EUSA with same-day notice to you.

(c) Elective Cancellation. If you have an Annual Subscription, you may terminate this EUSA within thirty (30) days of the Activation Date, for any reason or no reason, by giving BEST CASE written notice of cancellation not later than 11:59 PM EST on the thirtieth (30th) day of the Initial Subscription Term. BEST CASE may terminate this EUSA at any time and for any reason or no reason by giving you a thirty (30) day advance written notice of cancellation.

4.2 Effect of Notice. When either party gives notice of termination or notice of cancellation of renewal to the other party pursuant to Section 4.1, your Subscription will be put into an Expired status.

4.3 Effect of Termination. Your Subscription will be Closed upon the first to occur of the following: the termination date of this EUSA or the sixty-first (61st) day following the date on which the Subscription becomes Expired. Notwithstanding, the obligations and agreements set forth in Sections 1.1 - 1.5, 1.10 - 1.12, 2.3, 2.4, 2.6, 2.7, 3.1 - 3.6, 3.9, 4.2, 4.3, 6.1 - 6.5, 7.1, 7.2, 8.1, 8.2, 9.1 - 9.2, 10, 11.1, 11.6 - 11.9, and 12 shall continue in full force and effect.

5. Reserved.

6. Proprietary Rights and Confidentiality

6.1 Your Content. As between you and us, you or your licensors own all right, title, and interest in and to your Content. Except as provided in Sections 6.1 – 6.5, we obtain no rights under this EUSA from you or your licensors to your Content, including any related intellectual property rights. Notwithstanding, you consent to our use of your Content in adherence with Section 2.4 ("Data Privacy") and Section 2.6 ("Data Integrity and Use").

6.2 Suggestions. You grant to BEST CASE a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Service any suggestions, enhancement requests, improvements, recommendations or other feedback provided by you or Users, relating to the content and/or operation of the Service, including, without limitation, all patent, copyright, trade secret, mask work, trademark, moral right or other intellectual property rights.

6.3 Confidential Information Defined. Confidential Information means all nonpublic information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. BEST CASE's Confidential Information includes: **(a)** all components, design elements, technology, techniques, operations, programs, and code used to produce and support the Service and Products, without limitation; **(b)** BEST CASE's Intellectual Property; **(c)** all proprietary documentation and information relating to or exchanged through the Service or Products; **(d)** the terms of this EUSA; **(e)** all BEST CASE training materials, pricing addendums, product addendums and invoices provided to you; **(f)** nonpublic information relating to our or our affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; **(g)** third-party information that we are

obligated to keep confidential; and **(h)** the nature, content and existence of any discussions or negotiations between you and us or our affiliates. Your Confidential Information includes your Content except for Filed Data. Confidential Information does not include any information that: **(i)** is or becomes publicly available without breach of this EUSA; **(j)** can be shown by documentation to have been known to you at the time of your receipt from BEST CASE; **(k)** is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or **(l)** can be shown by documentation to have been independently developed by you without reference to the Confidential Information.

6.4 Treatment of Confidential Information. You shall not disclose the Confidential Information to any third party, including any vendor, subsidiary, Affiliate, or Client, unless compelled to do so by law; and you shall use its best efforts to protect Confidential Information in accordance with the same degree of care with which you protect your own Confidential Information of like importance. In addition, you agree not to **(a)** permit any third party to access the Confidential Information except as permitted herein; **(b)** create derivative works based on the Confidential Information; **(c)** copy, frame or mirror any part or content of the Confidential Information, other than copying or framing on your own intranets or otherwise for your own internal business purposes; **(d)** modify, reuse, disassemble, decompile, reverse engineer or otherwise translate the Confidential Information or any portion thereof; **(e)** access the Confidential Information in order to (i) build a competitive product or service, or (ii) copy any features, functions or graphics of the Confidential Information; or **(f)** remove any copyright, trademark, proprietary rights, ownership, disclaimer or warning notice included on or embedded in any part of the Service or any other materials provided by CIN to you. BEST CASE shall not disclose the Confidential Information to any third party except as set out in Sections 2.4 (“Data Privacy”) and 2.6 (“Data Integrity and Use”) herein, unless compelled to do so by law, and shall use its best efforts to protect your Confidential Information in accordance with the same degree of care with which it protects its own Confidential Information of like importance.

6.5 Personally Identifiable Information. Without limiting any of the provisions of Section 6, each party agrees to comply with the requirements of all applicable laws governing the privacy of Personally Identifiable Information, including, without limitation, restrictions on the use, reuse, disclosure and re-disclosure of such information. Each party agrees to maintain physical, electronic, and procedural safeguards designed to protect such Personally Identifiable Information, in accordance with the requirements set out in Section 3.3 (“Content Management”) and Section 3.4 (“Security of Your Content”) herein.

7. Indemnification

7.1 You agree to defend, indemnify and hold harmless BEST CASE and its Affiliates, directors, officers, agents, employees, consultants from any claims, actions, proceedings, costs, liabilities, judgments, obligations, penalties, losses, costs, expenses or other damages (including reasonable attorneys’ fees and expenses) sustained by BEST CASE and its Affiliates or consultants by reason of any third party claims related to your or any User’s use of the Service. BEST CASE will promptly provide notice to you of any indemnifiable event or loss. You will undertake, at your own cost, the defense with counsel reasonably acceptable to BEST CASE. BEST CASE reserves the right to participate in the defense of the claim, suit or proceeding, at its expense, with counsel of its choosing.

7.2 BEST CASE agrees to defend, indemnify and hold harmless you and your Users, Affiliates, directors, officers, agents, employees and consultants against any claims, actions, proceedings, liabilities, judgments, obligations, penalties, losses, costs, expenses or other damages (including reasonable attorneys’ fees and expenses) sustained by you and your Affiliates or consultants by reason of any third party claim that the Service Site or any BEST CASE content thereon or the Service (except for Third Party Content or software) infringes a U.S. patent, copyright or trade secret. You agree to promptly provide notice to BEST CASE of any indemnifiable event or loss and will cooperate with BEST CASE in defending the event or loss. BEST CASE will undertake, at its own cost, the defense of the claim, suit or proceeding. You may participate in the defense of the claim, suit or proceeding, at your expense, with counsel of your choosing.

8. Representations and Warranties

8.1 You represent and warrant to BEST CASE as follows: **(a)** you will employ the Service solely for your own use in the ordinary course and conduct of your or Subscriber’s business; **(b)** you have the authority to execute and deliver this EUSA, and to perform the obligations under this EUSA; **(c)** the execution, delivery and performance of this EUSA will not violate any other agreement to which you are a party; **(d)** you will not use any information from the Service for any purpose not expressly permitted in this EUSA; and **(e)** all information that you provide to BEST CASE will be true and complete and may be relied on and used by BEST CASE for the provision of the Service and the performance of this EUSA.

8.2 BEST CASE represents and warrants to you as follows: **(a)** BEST CASE is limited liability company validly formed and in good standing under the laws of the State of Delaware and has the authority to execute and deliver this EUSA, and to perform its obligations under this EUSA; and **(b)** the execution, delivery and performance of this EUSA by BEST CASE will not violate any other agreement to which BEST CASE is a party. EXCEPT AS PROVIDED IN THIS SECTION 8.2, THE SERVICE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND.

9. Disclaimers.

9.1 THE SERVICE IS PROVIDED “AS IS.” EXCEPT FOR THE SPECIFIC CONTENT OF SECTION 8.2. BEST CASE AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE. WITHOUT LIMITING IN ANY WAY THE FOREGOING, BEST CASE AND ITS AFFILIATES MAKE NO WARRANTY **(a)** THAT THE SERVICE WILL BE COMPATIBLE WITH YOUR COMPUTER OR OTHER HARDWARE, SOFTWARE, NETWORK OR INTERNET CONNECTION; **(b)** THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS; OR **(c)** THAT ANY CONTENT, INCLUDING YOUR CONTENT, WILL BE SECURE, OR FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING OR OTHER SECURITY INTRUSIONS, OR OTHERWISE LOST, DAMAGED OR UNRETRIEVABLE. EXCEPT TO THE EXTENT PROHIBITED BY LAW, BEST CASE AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

9.2 Without limiting in any way the application and effect of Section 9.1, BEST CASE makes the following disclaimers regarding certain features and functionality that may be offered within the Service.

(a) Court Notices: BEST CASE DOES NOT GUARANTEE OR WARRANT THAT DOWNLOADS OF COURT NOTICES WILL BE COMPLETE, ACCURATE FIT FOR ANY PARTICULAR PURPOSE, ERROR FREE, OR FREE FROM VIRUSES OR OTHER MALICIOUS ATTACKS BY THIRD-PARTY HACKERS. LICENSEE ACKNOWLEDGES THAT SOME COURT NOTICES CONTAIN UNREDACTED SENSITIVE INFORMATION ABOUT CONSUMER DEBTORS THAT MUST BE SECURELY STORED AND PROPERLY DESTROYED. BEST CASE DISCLAIMS ALL LIABILITY FOR ANY FAILURE BY LICENSEE TO SECURELY STORE, EXPORT, DISTRIBUTE AND/OR DESTROY THE SAME. BEST CASE ASSUMES NO

RESPONSIBILITY FOR ISSUES WHICH ARE BEYOND ITS CONTROL SUCH AS INCLEMENT WEATHER, INTERNET DISRUPTIONS, CYBER-ATTACKS, POWER OUTAGES AND ACTS OF GOD.

(b) File Cabinet™. BEST CASE DISCLAIMS ALL LIABILITY FOR ANY FAILURE BY LICENSEE TO SECURELY STORE, EXPORT, DISTRIBUTE AND/OR DESTROY ANY DOCUMENTS OR INFORMATION DOWNLOADED VIA THE SOFTWARE TO LICENSEE'S COMPUTER, CELLULAR PHONE OR PORTABLE ELECTRONIC DEVICE.

(c) Legal Noticing™. BEST CASE PROVIDES THE LEGAL NOTICING SERVICE "AS IS" WITHOUT WARRANTY OF ANY KIND. BEST CASE DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULTS OF USING THE LEGAL NOTICING SERVICE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. BEST CASE DISCLAIMS ALL WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BEST CASE DOES NOT WARRANT THAT THE SERVICE WILL MEET SUBSCRIBER'S REQUIREMENTS OR THAT THE SERVICE IS ERROR-FREE. BEST CASE ASSUMES NO RESPONSIBILITY FOR ISSUES WHICH ARE BEYOND ITS CONTROL SUCH AS INCLEMENT WEATHER, INTERNET DISRUPTIONS, CYBER-ATTACKS, POWER OUTAGES AND ACTS OF GOD. *Additional fees and other terms and conditions apply to Subscriber's use of the Legal Noticing Service.*

(d) Invoices and Payments™. BEST CASE PROVIDES THE INVOICES AND PAYMENTS FEATURE "AS IS" WITHOUT WARRANTY OF ANY KIND. BEST CASE DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULTS OF USING THE INVOICES AND PAYMENTS FEATURE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. BEST CASE DISCLAIMS ALL WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BEST CASE DOES NOT WARRANT THAT THE INVOICES AND PAYMENTS FEATURE WILL MEET SUBSCRIBER'S REQUIREMENTS OR THAT THE FEATURES ARE ERROR-FREE. **SUBSCRIBERS WANTING TO USE THE ELECTRONIC PAYMENT PROCESSING FUNCTIONALITY WITHIN INVOICES AND PAYMENTS MUST APPLY FOR AN ACCOUNT WITH USIO, INC., THE PAYMENT PROCESSOR. USIO, INC. IS NOT AFFILIATED WITH BEST CASE AND BEST CASE DOES NOT GUARANTEE OR WARRANT THAT USIO, INC. WILL ACCEPT SUBSCRIBER AS A PARTICIPATING MERCHANT.** SUBSCRIBER WILL BE ABLE TO TRACK TIME SPENT ON MATTERS AND ENTER FEES USING THE INVOICES AND PAYMENTS FEATURES WITHOUT HAVING AN ACCOUNT WITH USIO, INC. HOWEVER, NO SUBSCRIBER WILL BE ABLE TO PROCESS ELECTRONIC PAYMENTS VIA THE BEST CASE SOFTWARE WITHOUT A USIO ACCOUNT. Usio, Inc. has additional terms and conditions that apply to Subscriber's use of the Payment Processing functionality within the Invoices and Payments Feature.

(e) Trustee Docs™. BEST CASE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE STRETTO TRUSTEE DOCUMENT PORTAL'S MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, BEST CASE MAKES NO REPRESENTATIONS ABOUT AND DOES NOT WARRANT OR GUARANTEE THE STRETTO TRUSTEE DOCUMENT PORTAL'S FUNCTIONALITY, ACCURACY, AVAILABILITY, QUALITY, COMPLETENESS, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR FREEDOM FROM VIRUSES OR OTHER MALICIOUS ATTACKS BY THIRD-PARTY HACKERS. BEST CASE ASSUMES NO RESPONSIBILITY FOR ISSUES WHICH ARE BEYOND ITS CONTROL SUCH AS INCLEMENT WEATHER, INTERNET DISRUPTIONS, CYBER-ATTACKS, POWER OUTAGES AND ACTS OF GOD. *Additional terms and conditions of use apply to Licensee's use of Trustee Docs.*

(f) Student Loan Analyzer™. BEST CASE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING EITHER THE ANALYSIS' OR THE STUDENT LOAN ANALYZER'S MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, BEST CASE MAKES NO REPRESENTATIONS ABOUT, DOES NOT WARRANT, AND DOES NOT ASSUME OR HAVE ANY LIABILITY OR RESPONSIBILITY TO LICENSEE, OR ANY PERSON OR LEGAL ENTITY REGARDING EITHER THE ANALYSIS' OR THE STUDENT LOAN ANALYZER'S FUNCTIONALITY, ACCURACY, AVAILABILITY, QUALITY, COMPLETENESS, VALIDITY OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

10. Limitations of Liability. NEITHER BEST CASE NOR ITS AFFILIATES WILL BE LIABLE TO YOU OR SUBSCRIBER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF SAID DAMAGES RESULT FROM BEST CASE'S OWN NEGLIGENCE. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: **(A)** YOUR INABILITY TO USE THE SERVICE, INCLUDING AS A RESULT OF ANY **(I)** TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE, **(II)** OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICE, OR **(III)** ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICE FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; **(B)** THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICE; **(C)** ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE; OR **(D)** ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, OUR AND OUR AFFILIATES' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE TOTAL FEES YOU ACTUALLY PAID TO US UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO YOUR LIABILITY CLAIM. The allocations of liability in this Section 10 represent the agreed, bargained-for understanding of the parties and BEST CASE's compensation hereunder reflects such allocations. The limitation of liability and types of damages stated in this Section 10 are intended to apply regardless of the form of lawsuit or claim, whether in tort, contract or otherwise, and regardless of whether any limited remedy provided for in this Agreement fails of its essential purpose. Not in limitation of the foregoing, neither BEST CASE or its Affiliates shall be liable for your or Subscriber's misuse of the Service, or errors that you or Subscriber may make in connection with using the Service, including without limitation, misuse or errors that may lead to the incurrence of additional or duplicate court filing fees resulting from duplicative electronic filings.

11. Miscellaneous.

11.1 Publicity. You agree to not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors), or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this EUSA.

11.2 Force Majeure. We and our affiliates will not be liable for any delay or failure to perform any obligation under this EUSA where the delay or failure results from any cause beyond our reasonable control, including but not limited to acts of God; pandemics; labor disputes or other industrial disturbances; systemic electrical, telecommunications, or other utility failures; earthquake, storms or other elements of nature;

blockages, embargoes, riots, acts or orders of government; acts of terrorism or war; and/or Internet service provider failure or delay, or denial of service attack. You agree to hold BEST CASE harmless for all such interruptions.

11.3 Independent Contractors; Non-Exclusive Rights. We and you are independent contractors, and neither party, nor any of the parties' respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right **(a)** to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and **(b)** to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

11.4 No Third Party Beneficiaries. This EUSA does not create any third party beneficiary rights in any individual or entity that is not a party to this EUSA.

11.5 Assignment. You will not assign this EUSA, or delegate or sublicense any of your rights under this EUSA, without BEST CASE's prior written consent. Any assignment or transfer in violation of this Section 11.5 will be void. Subject to the foregoing, this EUSA will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

11.6 No Waivers. The failure by us to enforce any provision of this EUSA will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

11.7 Severability. If any portion of this EUSA is held to be invalid or unenforceable, the remaining portions of this EUSA will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this EUSA but the rest of the EUSA will remain in full force and effect.

11.8 Governing Law; Venue. The laws of the State of Ohio, without reference to conflict of law rules, govern this EUSA and any dispute of any sort that might arise between you and us. Any dispute relating in any way to the Service or this EUSA will be adjudicated in any state or federal court in Montgomery County, Ohio. You consent to exclusive jurisdiction and venue in those courts. We may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of our, our affiliates, or any third party's intellectual property or other proprietary rights.

11.9 Entire EUSA; English Language. This EUSA is the entire agreement between you and us regarding the Service. This EUSA supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this EUSA. Notwithstanding any other agreement between you and us, Sections 2.3 ("Data Security") and 2.4 ("Data Privacy") of this EUSA contain our and our Affiliates' entire obligation regarding the security, privacy and confidentiality of your Content. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this EUSA (whether or not it would materially alter this EUSA) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. If the terms of this document are inconsistent with the terms contained in any policy, the terms contained in this document will control. If we provide a translation of the English language version of this EUSA, the English language version of the EUSA will control if there is any conflict.

12. CIN LEGAL DATA SERVICES ACCOUNT. Upon your accessing or using the Service, a free account with Credit Infonet, Inc. dba CIN Legal Data Services ("CIN LEGAL") is automatically opened for you so you can purchase and retrieve consumer-related asset, income, compliance, credit counseling and income tax information products ("Products") through the Service. The Standard Agreement for Service that governs your use of the CIN Account and the Products follows as Exhibit A.

**Exhibit A. Standard Agreement for Service
Version 2020.3. Last updated November 25, 2020.**

Upon your acceptance of the Best Case® Cloud Solution Subscription Agreement, a free account with Credit Infonet, Inc. dba CIN Legal Data Services ("CIN LEGAL") is automatically opened for you that will allow you to purchase and retrieve consumer-related asset, income, compliance, credit counseling and income tax information products ("Products") through the Best Case Cloud Solution service. This Standard Agreement for Service contains the terms and conditions that govern your access to and use of the CIN Account and the Products.

BY ACCESSING YOUR CIN ACCOUNT, YOU HEREBY CERTIFY THAT YOU ARE LAWFULLY ABLE TO ENTER INTO CONTRACTS (E.G., YOU ARE NOT A MINOR); THAT YOU HAVE DIRECT KNOWLEDGE OF ALL OF THE FACTS AND REQUIREMENTS SET OUT IN THIS AGREEMENT; AND THAT YOU HAVE BOTH THE AUTHORITY AND THE INTENT TO EXECUTE THE AGREEMENT AND TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THE SAME. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU ARE CERTIFYING THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND YOU ARE STRICTLY PROHIBITED FROM USING OR ACCESSING CIN'S PRODUCTS OR YOUR CIN ACCOUNT. AS USED HEREIN, THE TERM "EFFECTIVE DATE" SHALL MEAN THE DATE ON WHICH YOU ACCEPTED THE BEST CASE CLOUD SOLUTION SUBSCRIPTION AGREEMENT.

Credit Infonet, Inc. is wholly owned by Bankruptcy Management Solutions, Inc. d/b/a Stretto ("STRETTO").

DEFINITIONS

"Agreement" and "Standard Agreement" means CIN LEGAL's Standard Agreement for Service.

"Authorized User(s)" means you and individuals or entities you authorize to access or use your CIN Account. Authorized Users may include but are not limited to your employer, employees, consultants, contractors and attorneys, and third parties with whom you transact business.

"CIN Account" means the secure account configured by CIN LEGAL to enable you to order Products. You cannot order Products without having both an active CIN Account and a non-expired credit card on file with CIN LEGAL per Section 2.4.

"Confidential Information" means all nonpublic information disclosed by CIN LEGAL or our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes: (a) all components, design elements, technology, techniques, operations, programs, and code used to produce and support the Products, without limitation; (b) CIN LEGAL's

Intellectual Property; (c) all proprietary documentation and information relating to or exchanged through CIN Accounts and/or Products; (d) nonpublic information relating to our or our affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (e) third-party information that we are obligated to keep confidential; and (f) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. Confidential Information does not include any information that: (g) is or becomes publicly available without breach of this Agreement; (h) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the Confidential Information.

"Client(s)" means any member of the general public who retains or otherwise contracts with you or your employer or law firm for legal representation.

"Consumer Credit Products" or "CCP" mean CIN LEGAL's products containing consumer information originating from the Data Providers. CCP includes but is not limited to the Financial Report™ and the Credit Report products. You will not receive access to CCP unless and until you have satisfied all end user investigation requirements. All customers approved to access CCP must comply with the Terms and Conditions for Consumer Credit Products set out in Section 11 herein. Whenever you order CCP via your CIN Account, the CCP become part of Your Data.

"Data Providers" means all of the following companies from which CIN LEGAL acquires consumer data: Equifax, Experian, TransUnion, and LexisNexis.

"Due Diligence Products" or "DDP" mean CIN LEGAL's real property automated appraisals and broker price opinions; real property ownership reports and lien search reports; IRS income tax transcript products; asset reports and access offered by CIN LEGAL to EOUST-approved credit counseling and debtor education courses. All customers ordering DDP must comply with the terms and conditions set out in this Agreement, including but not limited to Sections 2.6, 12 and 13 herein. Whenever you order DDP via your CIN Account, the DDP become part of Your Data.

"Effective Date" means the date indicated in the first paragraph of this Agreement.

"Privacy Policy" means the privacy policy for STRETTO companies currently referenced at <https://www.stretto.com/legal-policies/> as it may be updated by us from time to time.

"Products" mean Due Diligence Products and Consumer Credit Products. If you are eligible and approved, you can order Products via participating bankruptcy software programs as well as your CIN Account. All Products you order from CIN LEGAL become part of Your Data.

"Sites" mean www.bestcase.com, www.mycaseinfo.com, www.cinlegal.com, www.cincompass.com, www.myhorizontoday.com and www.cingroup.com; all of their affiliated websites and web pages; and all of the subdomains thereof.

"STRETTO" means Bankruptcy Management Solutions, Inc. d/b/a Stretto, the parent company of CIN LEGAL.

"Technical Provider" means a third party service provider that i) acts on your or your firm's behalf; ii) manages any technical platform that allows access to credit report data; and iii) takes possession of FCRA or GLB protected data directly from CIN LEGAL's online systems. Application Service Providers (ASP) and Software as a Service (SaaS) that has access to credit report data are examples of Technical Providers.

"Term" means the term of this Agreement described in Section 1.1.

"Your Data" means data, information, and/or Products that you or Authorized Users (a) input into your CIN Account, (b) order through your CIN Account, and/or (c) transmit to CIN LEGAL via any communication medium.

1. General Terms.

1.1 Term. The Initial Term of this Agreement commences on the Effective Date and continues for twelve (12) months. This Agreement will automatically renew for consecutive 12-month terms unless and until it is terminated pursuant to Section 5.1. Both the initial term and any subsequent terms will be known as "the Term". Availability and pricing of Products may change throughout the Term and from Term to Term.

1.2 Prior Agreements. This Agreement replaces any and all prior agreements entered into by the Parties pertaining to CIN Products. The Parties desire that the execution of this Agreement act as a writing terminating any such prior agreements, and hereby waive any rights to advance notice of intent to terminate said prior agreements.

1.3 Modifications to Agreement. (a) Access to Products via a CIN Account is offered to you only upon your acceptance, without modification, of the terms, conditions, provisions, and notices contained in this Agreement and the Access Security Requirements referenced in Section 3.6 herein. (b) CIN LEGAL reserves the right modify the terms and conditions governing the use of CIN Accounts and Products at any time and will notify you of any such modifications in accordance with Section 14.1 ("Notice"). By continuing to use your CIN Account after the effective date of any modifications, you agree to be bound by the same.

1.4 Compliance with Applicable Laws. Throughout the Term of this Agreement, you agree that you will comply with all applicable federal, state and local laws, regulations and judicial actions to which you are subject, including but not limited to the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. ("FCRA").

2. CIN LEGAL's Provision of Products and Services

2.1 CIN Account. Upon your acceptance of this Agreement, CIN LEGAL will provide you with a CIN Account in your name that will allow you to order and access Products ("CIN Account"). You agree to keep your secure log-in credentials confidential and to not disclose the same, either directly or indirectly, to any person, including Authorized Users. You agree that you are responsible for all activities that occur under your CIN Account, regardless of whether the activities are undertaken by you, Authorized Users, or others. In addition, you agree that CIN LEGAL and our affiliates are not responsible for any unauthorized access to your CIN Account unless said access was directly and proximately caused by our breach of the Agreement. You agree to contact us immediately if your account information is lost or stolen, or if you believe an unauthorized third party may be using your CIN Account.

2.2 Product Availability. Subject to your compliance with the terms of this Agreement, CIN LEGAL will (a) make the Products available to you via your CIN Account, (b) provide CIN LEGAL'S standard customer support to you at no additional charge, and (c) use commercially reasonable efforts to make your CIN Account and Products available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which CIN LEGAL shall give at least 8 hours electronic notice and which CIN LEGAL shall schedule to the extent practicable during the weekend hours between 9:00 p.m. Friday and 6:00 a.m. Monday, Eastern Standard Time); (ii) unplanned downtime due to circumstances within CIN LEGAL's control; and (iii) any unavailability caused by circumstances beyond CIN LEGAL'S reasonable control as set out in Section 14.3 ("Force Majeure"). You acknowledge that these routine system updates and other outages, planned and unplanned ("Interruptions"), will occur from time to time and will temporarily prevent you from accessing your CIN Account and/or Products. You agree to hold CIN LEGAL harmless for all such Interruptions.

2.3 Product Changes. CIN LEGAL may from time to time change, delete, or add to the features or functionality of Products or your CIN Account, with or without any advance notice to you; and may suspend your access to any part of them at any time in order to enforce information privacy and security policies and guidelines. While we do not guarantee advance notice, we will notify you pursuant to Section 14.1 (“Notice”) of any material change to or discontinuation of Products or your CIN Account.

2.4 Credit Card Requirement; Product Pricing. You agree to pay for Products ordered via your CIN Account by providing CIN LEGAL with a valid and non-expired credit card (“Your Card”). CIN LEGAL will charge Your Card once a month for the Products ordered through your CIN Account in the prior month. Products will be billed to you at the prevailing market prices at the time of order. Market prices for Products can be found at www.cinlegal.com/pricing/. Pricing may change from time to time at CIN LEGAL’s sole discretion. You agree to update CIN LEGAL with new information any time Your Card is changed or reissued in advance of the date on which your next payment for Products is due. If for any reason CIN LEGAL is unable to process a monthly Product payment on Your Card on the date on which said payment is due, including but not limited to insufficient funds or expiration of the card, your CIN Account will be deactivated immediately and will remain inactive until you provide CIN LEGAL with an alternative credit card for payments. You acknowledge that you will not be able to order any Products while your CIN Account is inactive. You acknowledge that your obligation to pay CIN LEGAL for all Products fulfilled during the Term shall survive Termination by either party for any reason.

2.5 Consumer Credit Products (“CCP”). If you wish to order Consumer Credit Products for your Clients, you must satisfy and/ or demonstrate certain end user requirements mandated by the Data Providers. Successful compliance with the end user requirements does not guarantee access to CCP. If you are approved to order Consumer Credit Products, you agree that you and your Authorized Users will comply with the “Terms and Conditions for Consumer Credit Products” which are set out in **Section 11** herein.

2.6 Due Diligence Products (“DDP”). If you choose to order Due Diligence Products for your Clients, you will obtain any required signatures and/or authorizations from Clients prior to ordering said Products from CIN LEGAL and will promptly fax or email any required authorizations, forms and/or documentation to CIN LEGAL. In addition, you agree that you and your Authorized Users will comply with the additional terms and conditions set out in **Sections 12 and 13** herein respectively whenever you obtain the Equifax® Intelligent Property Report product and/or LexisNexis Data Products. All DDP ordered via your CIN Account are considered part of Your Data. Clients to whom the DDP pertain can access certain fulfilled DDP via their secure accounts as www.myhorizontoday.com. You and Clients have one hundred and twenty (120) days after the ordering of a Credit Counseling Course Product or Debtor Education Course Product to access and use said Products. Upon the expiration of this time period, or the Termination of this Agreement, whichever occurs first, neither you nor Client shall be able to access or utilize said Products (“Expired DDP”). CIN LEGAL will not reissue or give any refund for an Expired DDP. CIN LEGAL archives DDP for one (1) year from the date on which the Due Diligence Product order is fulfilled. After this time period, the DDP is securely destroyed and cannot be accessed by you or CIN LEGAL.

2.7 myHorizonToday.com Account. You authorize CIN LEGAL to take the following actions whenever you order a Product: **(a)** establish a free myHorizonToday.com account (“MHT Account”) for the Client(s) on the order which allows the Client(s) to access the Products you ordered on their behalf; **(b)** contact the Client(s) via email at the email address you provided in the order to provide the Client(s) with log in instructions for the MHT Account; **(c)** contact the Client(s) via the email address you provided in the order to inform and remind Client(s) about Products you have ordered for them; and **(d)** offer post-filing bankruptcy-related products and services to Client(s) via the MHT Account, including but not limited to debtor education courses and consumer credit reports.

3. Your Use of CIN Account and Products

3.1 Restrictions on Use. You may only use the Products and your CIN Account according to the provisions of this Agreement and the Terms and Conditions for Consumer Credit Products. You agree to use commercially reasonable efforts to prevent unauthorized access to or use of Products and your CIN Account, and notify CIN LEGAL promptly of any such unauthorized access or use. In addition, you agree that you will not **(a)** use your CIN Account or Your Data in any manner that could damage, disable, overburden, impair, or interfere with any other party’s use and enjoyment of CIN LEGAL’s platform, products, and/or services; **(b)** make Products and your CIN Account available to, or use any Products or your CIN Account for the benefit of, anyone other than you or Authorized Users; **(c)** sell, resell, license, sublicense, distribute, rent or lease the Products or your CIN Account; **(d)** use your CIN Account to fraudulently obtain any Products; **(e)** use your CIN Account to store or transmit malicious code; **(f)** interfere with or disrupt the integrity or performance of CIN LEGAL’s systems or the Cingroup.com; **(g)** attempt to gain unauthorized access to Products, other CIN Accounts and/or content or related systems or networks; **(h)** permit direct or indirect access to or use of the Products or your CIN Account in a way that circumvents a contractual usage limit; **(i)** copy the Products or your CIN Account or any part, feature, function or user interface thereof; **(j)** copy content except as permitted herein; **(k)** frame or mirror any part of any Products or your CIN Account, other than framing on your own intranets or otherwise for your own internal business purposes or as permitted herein; **(l)** access any part of the Products or your CIN Account in order to build a competitive product or service; **(m)** access any part of the Products or your CIN Account from a physical location outside of the United States or its Territories; or **(n)** reverse engineer any part of the Products or your CIN Account.

3.2 Authorized User Management. You agree to inform CIN LEGAL of the identity of all Authorized Users for your CIN Account. In addition, you agree to be responsible for Authorized Users’ use of your CIN Account, Your Data and the Products. If you become aware of any violation of your obligations under this Agreement by any Authorized User, you agree to immediately contact CIN LEGAL. Whenever any Authorized User leaves your employment or no longer has a business need to access your CIN Account, you agree to promptly notify CIN LEGAL of the change.

3.3 Duty to Update. You agree that you must notify CIN LEGAL in writing of any change in your business location or mailing address; any changes in the ownership or control of your business; and any changes in the Authorized Users authorized to use your CIN Account, no later than five (5) business days following said change and in accordance with Section 14.1 (“Notice”). Per the reseller policies of the Data Providers, CIN LEGAL may require you to execute an updated Application or Agreement and/or may require a new onsite inspection if you move to a new location or open an additional office.

3.4 Assumption of Risks. You acknowledge the risk that Your Data, Client information and/or other data transmitted electronically between you and CIN LEGAL and/or input into your CIN Account may be intercepted by unauthorized third parties and/or irretrievably lost. You agree to accept these risks and to hold harmless CIN LEGAL for any loss, damage or injury resulting from the interception or loss of Your Data, Client data, and/or other information associated with your CIN Account.

4. Data Security and Privacy

4.1 CIN LEGAL's Data Security. CIN LEGAL maintains reasonable, appropriate and industry-compliant physical, electronic, and procedural safeguards to guard the privacy of data stored within its network. While these measures are designed in part to help you secure Your Data against accidental or unlawful loss, access or disclosure, CIN LEGAL's use thereof does not limit in any way the terms and obligations set out in Section 10 ("Limitations of Liability"), Section 3.4 ("Assumption of Risks"), and Section 3.5 ("Your Data Security").

4.2 CIN LEGAL's Data Privacy. CIN LEGAL and its parent company STRETTO are committed to protecting the privacy of nonpublic personal information ("NPI"). [STRETTO's Privacy Policy](#) is subject to change from time to time without notice and the terms of the most recent policy version posted online will be controlling. You consent to our collection, use and disclosure of information associated with your CIN Account and to our accessing, processing and use of Your Data in accordance with the STRETTO Privacy Policy and Section 4.3 ("Integrity and Use of Your Data").

4.3 Integrity and Use of Your Data. CIN LEGAL will not **(A)** modify Your Data or **(B)** access Your Data except to do the following in full compliance with Section 4.2 ("CIN LEGAL's Data Privacy"): **(i)** provide the Products and access to your CIN Account, **(ii)** provide customer support to you, **(iii)** prevent or address service or technical problems, **(iv)** comply with any request of a governmental or regulatory body (including subpoenas or court orders), or **(v)** conduct secure and anonymized internal research and development on CIN Accounts and Products.

4.4 Your Data Security. You are responsible for maintaining appropriate security, protection and backup of Your Data, which may include the use of encryption technology to protect Your Data from unauthorized loss, access or disclosure. You agree to implement and maintain a comprehensive information security program that contains administrative, technical and physical safeguards that are appropriate to the size and complexity of your or your entity's practice and the nature and scope of your activities. You agree that your data security safeguards shall include the elements set forth in 16 C.F.R. § 314.4 and shall be reasonably designed to **(A)** ensure the security and confidentiality of the information provided by CIN LEGAL, **(B)** protect against any anticipated threats or hazards to the security or integrity of such information, and **(C)** protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer.

4.5 Access Security Requirements. You agree to be bound by the Access Security Requirements ("ASR") posted at <https://www.stretto.com/legal-policies/> and incorporated herein in its entirety by reference. The ASR may be amended from time to time without notice and the terms of the most recent policy version posted online shall be controlling.

4.6. Audit Rights. CIN LEGAL reserves the right to periodically conduct audits of your system utilization and adherence to the Access Security Requirements posted at <https://www.stretto.com/legal-policies/>, either remotely or onsite, to detect any unauthorized use of or exposed risk to your CIN Account or Products ordered via your CIN Account. Such audits shall take place at reasonable times, upon reasonable advance notice pursuant to Section 14.1 ("Notice"), during your normal business hours and in such a manner so as not to interfere with your normal business activities. During any system utilization audit authorized by this section, CIN LEGAL will work with you to ensure that Client confidentiality is fully maintained. CIN LEGAL reserves the right to terminate your access to your CIN Account either temporarily or permanently in response to finding any material violations of this Agreement during any audit, internal or external.

5. Termination

5.1. Termination. All notices referenced in this Section 5.1 must occur in accordance with Section 14.1 ("Notice"). **(A) Cancellation of Renewal.** Either Party, with or without cause, for any reason or no reason, may terminate this Agreement at the end of the then-current Term by giving the other Party notice of intent to cancel the automatic renewal of the Agreement at least thirty (30) days prior to the end of the relevant Term. **(B) Termination for Cause.** Either Party may terminate this Agreement for cause upon giving a 30-day advance written notice to the other Party (i) if the other Party commits a material breach of this Agreement and such breach remains uncurated at the expiration of the thirty days, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Notwithstanding, CIN LEGAL may immediately terminate this Agreement with same-day notice to you should CIN LEGAL in its sole discretion determine that the security of NPI or other confidential data is or has been impaired or compromised by any person or entity's use of your CIN Account and/or Your Data; or that you or Authorized User(s) have violated the provisions set out in any of the following: Sections 2.1, 2.5, 3.1, 3.2, 4.4, 4.5, 4.6 and 6.3. **(C) Elective Termination.** Beginning on the sixty-first (61st) day following the Effective Date, CIN LEGAL may terminate this Agreement at any time and for any reason or no reason by giving you a 60-day advance written notice of intent to terminate.

5.2. Surviving Provisions. You agree that, upon termination, the obligations and agreements set forth in Sections 2.4, 2.5, 2.6, 2.7, 3.1, 3.4, 4.4, 5.2, 6.1, 6.2, 6.3, 7.1, 7.2, 8.1, 8.2, 9, 10, 11.1-11.15, 12, 13(G) and 14.9 shall remain in full force and effect.

6. Proprietary Rights and Confidentiality

6.1 Your Rights. As between you and us, you or your licensors own all right, title, and interest in and to Your Data. Except as provided in this Section 6.1, we obtain no rights under this Agreement from you or your licensors to Your Data, including any related intellectual property rights. You consent to our use of Your Data in adherence with Section 4.2 ("CIN LEGAL's Data Privacy") and Section 4.3 ("Integrity of Your Data").

6.2 CIN LEGAL's Rights. As between you and us, we or our affiliates or licensors own and reserve all right, title, and interest in and to the Sites, infrastructure, and Products; and the service marks, trademarks, accompanying logos, slogans and domain names existing in conjunction with Credit Infonet™, CINcompass®, CIN Legal Data Services®, CIN™, myHorizon®, Best Case Bankruptcy® and Bankruptcy Credit Report™. In addition, we claim and you agree to grant us a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Products and CIN LEGAL business models any suggestions, enhancement requests, improvements, recommendations or other feedback provided by you or Authorized Users, relating to the content and/or operation of the Products, including, without limitation, all patent, copyright, trade secret, mask work, trademark, moral right or other intellectual property rights.

6.3 Confidential Information. You shall not disclose CIN Confidential Information to any third party, including any vendor, subsidiary, Affiliate, or Client, unless compelled to do so by law; and you shall use your best efforts to protect CIN Confidential Information in accordance with the same degree of care with which you protect your own confidential information of like importance. In addition, you agree not to **(A)** permit any third party to access CIN Confidential Information except as permitted herein; **(B)** create derivative works based on CIN Confidential Information; **(C)** copy, frame or mirror any part or content of CIN Confidential Information, other than copying or framing on your own intranets or otherwise for your own internal business purposes; **(D)** modify, reuse, disassemble, decompile, reverse engineer or otherwise translate CIN Confidential Information or any portion thereof; **(E)** access CIN Confidential Information in order to (i) build a competitive product or service, or (ii) copy any

features, functions or graphics of CIN Confidential Information; or **(F)** remove any copyright, trademark, proprietary rights, ownership, disclaimer or warning notice included on or embedded in any part of the Products or any other materials provided by CIN LEGAL to you.

7. Indemnification.

7.1. You agree to defend, indemnify and hold harmless CIN LEGAL and its Affiliates, directors, officers, agents, employees, and consultants from any claims, actions, proceedings, costs, liabilities, judgments, obligations, penalties, losses, costs, expenses or other damages (including reasonable attorneys' fees and expenses) sustained by CIN LEGAL and/or its Affiliates or consultants by reason of any third party claims related to your or any Authorized User's use of Products or your CIN Account. CIN LEGAL will promptly provide notice to you of any indemnifiable event or loss. You will undertake, at your own cost, the defense with counsel reasonably acceptable to CIN LEGAL. CIN LEGAL reserves the right to participate in the defense of the claim, suit or proceeding, at its expense, with counsel of its choosing.

7.2 CIN LEGAL agrees to defend, indemnify and hold harmless you and your Authorized Users, Affiliates, directors, officers, agents, employees and consultants against any claims, actions, proceedings, liabilities, judgments, obligations, penalties, losses, costs, expenses or other damages (including reasonable attorneys' fees and expenses) sustained by you and your Affiliates or consultants by reason of any third party claim that the Sites or any CIN LEGAL content thereon or any Product infringes a U.S. patent, copyright or trade secret. You agree to promptly provide notice to CIN LEGAL of any indemnifiable event or loss and will cooperate with CIN LEGAL in defending the event or loss. CIN LEGAL will undertake, at its own cost, the defense of the claim, suit or proceeding. You may participate in the defense of the claim, suit or proceeding, at your expense, with counsel of your choosing.

8. Representations and Warranties

8.1 You represent and warrant to CIN LEGAL as follows: **(A)** you will employ Products and your CIN Account solely for your own use in the ordinary course and conduct of your or your employer's business; **(B)** you have the authority to execute and deliver this Agreement, and to perform the obligations under this Agreement; **(B)** the execution, delivery and performance of this Agreement will not violate any other agreement to which you are a party; **(B)** you will not use any information from Products and your CIN Account for any purpose not expressly permitted in this; and **(e)** all information that you provide to CIN LEGAL will be true and complete and may be relied on and used by CIN LEGAL for the provision of Products and your CIN Account, and the performance of this Agreement.

8.2 CIN LEGAL represents and warrants to you as follows: **(A)** CIN LEGAL is a corporation validly organized and in good standing under the laws of the State of Iowa and has the authority to execute and deliver this Agreement, and to perform its obligations under this Agreement; and **(B)** the execution, delivery and performance of this Agreement by CIN LEGAL will not violate any other agreement to which CIN LEGAL is a party.

9. Disclaimers. PRODUCTS AND YOUR CIN ACCOUNT ARE PROVIDED "AS IS." EXCEPT FOR THE SPECIFIC CONTENT OF SECTION 8.2, WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING PRODUCTS AND YOUR CIN ACCOUNT. WITHOUT LIMITING IN ANY WAY THE FOREGOING, WE AND OUR AFFILIATES AND LICENSORS MAKE NO WARRANTY **(A)** THAT PRODUCTS AND YOUR CIN ACCOUNT WILL BE COMPATIBLE WITH YOUR COMPUTER OR OTHER HARDWARE OR SOFTWARE; **(B)** THAT PRODUCTS AND YOUR CIN ACCOUNT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS; OR **(C)** THAT ANY CONTENT, INCLUDING YOUR DATA, WILL BE SECURE, OR FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING OR OTHER SECURITY INTRUSIONS, OR OTHERWISE LOST, DAMAGED OR UNRETRIEVABLE. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

10. Limitations of Liability. WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF SAID DAMAGES RESULT FROM CIN LEGAL'S OWN NEGLIGENCE. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: **(A)** YOUR INABILITY TO USE THE PRODUCTS OR YOUR CIN ACCOUNT, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO YOUR CIN ACCOUNT, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE PRODUCTS, OR, (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF CIN LEGAL'S INFRASTRUCTURE FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; **(B)** THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICE; **(C)** ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO PRODUCTS OR YOUR CIN ACCOUNT; OR **(D)** ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR DATA OR OTHER DATA RELATED TO YOUR CIN ACCOUNT. IN ANY CASE, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE PRODUCT(S) THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

11. Terms and Conditions for Consumer Credit Products.

11.1 Duty to Comply. Anytime your CIN Account is enabled to order CCP, you and your Authorized Users are obligated to satisfy and/ or demonstrate compliance with all of the end user requirements and terms and conditions that are set out in Sections 11.1 – 11.15 herein. Failure to comply may lead to immediate termination of the CIN LEGAL Standard Agreement for Service pursuant to Section 5.1 thereof, and the imposition of other legal or contractual penalties.

11.2. Changes in Terms and Conditions. You acknowledge that the Data Providers may change their end user requirements or terms and conditions at any time, and that CIN LEGAL is obligated as a reseller to follow said changes. CIN LEGAL will notify you as soon as practicable when any such changes occur that affect you. Your continued ability to use CIN LEGAL products will be conditioned on your compliance with any new terms and conditions promulgated by the Data Providers and/or CIN LEGAL.

11.3. Physical Office Location and Onsite Inspection. To order CCP, you must maintain a *physical office location* for your law practice.

(A) Commercial Location. If your office is located in either a commercial building or in a residential building that is used exclusively for commercial purposes, you are not required to complete an onsite inspection but may elect to do so at your discretion.

i. Without Onsite Inspection. You acknowledge that, without an onsite inspection, you may order Consumer Credit Products for up to twenty (20) Clients in a calendar month by completing the online authentication process for each Client. For additional information on authentication requirements, see Section 11.7 herein. If you order more than 20 reports in a calendar month, your access to Equifax data will be suspended until the first to happen of the following: **(a)** you undergo a successful onsite inspection performed by a CIN LEGAL-approved third-party inspector, or **(b)** a time period of twelve (12) months passes since your last request for a CCP with Equifax data. During this time period, you will be able to order CCP that does not contain Equifax data.

ii. With Onsite Inspection. If you voluntarily choose to undergo an onsite inspection of your office conducted by a third-party vendor selected by CIN LEGAL, you will be able to order an unlimited number of CCP containing Equifax data without completing the online authentication process for each Client.

(B) Residential Location. If your office is located inside of your residence or in a residential building that is being used as living quarters, you must undergo an onsite inspection of your office conducted by a third-party vendor of CIN LEGAL's choosing and meet other requirements. You will not be able to order all CCP products, but you may be eligible to order a credit report product containing data from a single national credit bureau.

11.4 Permissible Purpose Limitation and Usage Certifications.

(A) Permissible Purpose. You agree, represent, warrant, and certify **(i)** that you will order Consumer Credit Products, which are consumer reports as defined by the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. ("FCRA"), only when you intend to use that consumer report information in accordance with the FCRA and its state law counterparts, and for the following permissible purpose: TO FULFILL YOUR OBLIGATIONS UNDER THE BANKRUPTCY ABUSE PREVENTION AND CONSUMER PROTECTION ACT OF 2005 REGARDING INVESTIGATION OF A CONSUMER WHO HAS ENGAGED YOU FOR BANKRUPTCY FILING PURPOSES, IN ACCORDANCE WITH THE WRITTEN INSTRUCTIONS OF THE CONSUMER TO WHOM THE CONSUMER REPORT RELATES; **(ii)** that you will use each CCP for the foregoing purpose only and under no circumstances allow said CCPs to be used for any other purpose, including but not limited to use for credit repair activities or for any of the other permissible purposes permitted under the FCRA; **(iii)** that you will use the CCP one-time only and you will not transfer or resell the CCP to any third party; **(iv)** that you will not order a CCP for yourself, your employees, or any other person who is not a bankruptcy client; and **(v)** that you will not allow your Authorized Users or employees to order CCPs for themselves or their friends or families or any persons other than bankruptcy clients. IN ACCORDANCE WITH THESE CERTIFICATIONS, YOU DESIRE THAT CIN LEGAL OBTAIN CONSUMER CREDIT FILES AND CREDIT REPORT INFORMATION FROM THE DATA PROVIDERS AT THE WRITTEN INSTRUCTIONS OF THE CLIENTS TO WHOM THE DATA RELATES IN COMPLIANCE WITH SECTION 604(A) (2) OF THE FCRA (15 USC §1681B (A) (2)); REFORMAT THE INFORMATION AS NEEDED TO PRESENT IT IN CIN LEGAL'S PROPRIETARY FORMAT FOR CONSUMER CREDIT PRODUCTS; AND PROVIDE THE CCPs TO THE CLIENTS VIA THEIR SECURE ACCOUNTS AT MYHORIZONTODAY.COM AND TO YOU FOR YOUR USE IN PERFORMING DUE DILIGENCE AND VERIFICATION OF CLIENTS' DEBTS PURSUANT TO THE BANKRUPTCY ABUSE PREVENTION AND CONSUMER PROTECTION ACT OF 2005.

(B) Federal and State Law Certifications. In addition, you agree represent, warrant and certify **(i)** that you have read and understood and will comply with the "Notice to Users of Consumer Reports: Obligations of Users under the FCRA" published at 12 C.F.R. Appendix N to Part 1022 and available on the Consumer Financial Protection Bureau website at www.gpo.gov/fdsys/pkg/CFR-2012-title12-vol8/pdf/CFR-2012-title12-vol8-part1022-appN.pdf; **(ii)** that you will in all respects comply with the provisions of the Fair Credit Reporting Act set out in 15 USC 1681 et seq., Federal Equal Credit Opportunity Act, Gramm-Leach-Bliley Act, all state law counterparts thereof, and all applicable regulations promulgated under any of them including, without limitation, any provisions requiring adverse action notification to the consumer; **(iii)** that you recognize and understand that the FCRA provides that anyone "who knowingly and willfully obtains information on a consumer from a consumer reporting agency (such as Equifax) under false pretenses shall be fined under Title 18, United States Code, imprisoned for not more than two (2) years, or both."; **(iv)** that you hereby make the certifications set out within the [California Fair Credit Reporting Notice](https://www.stretto.com/legal-policies/) at <https://www.stretto.com/legal-policies/> and you agree to comply with all applicable provisions of the California Credit Reporting Agencies Act; **(v)** that you hereby make the certifications set out within the [Vermont Fair Credit Reporting Notice](https://www.stretto.com/legal-policies/) at <https://www.stretto.com/legal-policies/> and agree to comply with applicable provisions under Vermont law. In particular, you certify that you will order information services relating to Vermont residents that are credit reports as defined by the Vermont Fair Credit Reporting Act ("VFCRA"), only after you have received prior consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. You further certify that you reviewed Section 2480e of the Vermont Fair Credit Reporting Statute that is within the [Vermont Fair Credit Reporting Notice](https://www.stretto.com/legal-policies/) at <https://www.stretto.com/legal-policies/>; and **(vi)** that you have reviewed the notices of consumers' rights under various states' fair credit reporting laws posted at <https://www.stretto.com/legal-policies/>.

11.5 Agreement to Release and Hold Harmless. You recognize that Data Providers' information contained in the CCP is secured by and through fallible human sources and that, for the fee charged, neither CIN LEGAL nor any of the Data Providers can be an insurer of the accuracy of the CCP; and that the accuracy of any CCP that you receive is not guaranteed by CIN LEGAL or the Data Providers. Accordingly, you release and hold harmless the Data Providers and CIN LEGAL, and their affiliate companies, affiliated credit bureaus, agents, employees, and independent contractors from liability, even if caused by negligence, in connection with the CCP and from any loss or expense suffered by you resulting directly or indirectly from information contained in the CCP. In addition, you agree to hold harmless the Data Providers and all of their agents on account of any expense or damage arising or resulting from the publishing or other disclosure of information from any CCP by you or your Authorized Users, employees or agents contrary to the conditions of this Section 11.5 or applicable law.

11.6 Audits by Data Providers. Data Providers may periodically audit you regarding your compliance with the FCRA and other certifications in Sections 11.1 – 11.15 herein. Audits will be conducted by mail whenever possible and will require you to provide documentation as to permissible use of particular consumer reports. You give your consent to CIN LEGAL and the Data Providers to conduct such audits and agree to cooperate fully and promptly in the conduct of any audit. Your material breach of this Section 11.6 shall constitute grounds for immediate suspension of service and termination of your access to CCP containing Data Providers' data. If CIN LEGAL terminates your access to CCP containing Data

Providers' data due to the conditions in the preceding sentence, you unconditionally release and agree to hold harmless and indemnify both CIN LEGAL and Data Providers from and against any and all liabilities of whatever kind or nature that may arise from or relate to such termination, and covenant that you will not assert any claim or cause of action of any kind or nature against CIN LEGAL or Data Providers in connection with such termination.

11.7 Ordering CCP.

(A) Intermediary Role. You agree to act as an intermediary and place Consumer Credit Product orders for Clients who wish to obtain a CCP from CIN LEGAL for the purposes of investigating their bankruptcy options.

(B) Available Products. Per Section 11.3 herein, the selection of Consumer Credit Products available to you may change from time to time based on whether your firm has successfully completed an onsite inspection by CIN LEGAL's third-party vendor.

(C) Authenticating Client's Identity. Prior to requesting a Client's credit report, you agree that you will **(i)** verify the Client's identity by checking a minimum of two forms of identification, one of which must be a photo ID; and **(ii)** have the Client successfully complete the online authentication questions in the credit report ordering module *unless your firm has successfully completed an onsite inspection by CIN LEGAL's third-party vendor*. These authentication processes must be completed for each Client on the order.

(D) Obtaining Client's Authorization for CCP. Prior to fulfilling a request for a Client's credit report information, CIN LEGAL must receive that Client's written authorization and instructions to access his/her personal credit profile as maintained by the national credit bureaus. You may send the Client's written authorization and instructions to CIN LEGAL by one of the following two methods: **(i)** by faxing or emailing a completed and signed hard-copy consumer authorization and release form and a photo ID of each Client on the order; or **(ii)** by having each Client on the order read and agree to the Consumer Consent and Terms in the online credit report ordering module. If you use a hard-copy consumer authorization and release form, you agree to retain the original form and the photo ID documentation in the Clients' file for five (5) years from the date of submission.

11.8 CCP Completion, Delivery and Disclosure. CIN LEGAL will complete most Consumer Credit Product orders in less than one (1) minute once CIN LEGAL receives and processes the Client's written instructions. All CCP ordered via your CIN Account are considered to be part of Your Data. CIN LEGAL will deliver ordered Consumer Credit Products to the Client(s) to whom the reports pertain via www.myhorizontoday.com, and to you online via CIN LEGAL's web-based applications at www.app.bestcase.com, www.cinlegal.com or www.cincompass.com. You agree that you will not disclose the CCP to any other party other than to the Client who is the subject of the credit report data.

11.9 CCP Importation Time Limit. You will have a time period of thirty (30) days from the date on which a Bankruptcy Credit Report™ product is completed to import the credit data into a participating partner bankruptcy forms preparation software program. After the thirty-day time limit, you may continue to view the report itself but will be unable to import any of the data.

11.10 Archiving CCP. CIN LEGAL securely archives CCP for one (1) year. After this time period, the data is securely destroyed and cannot be accessed by you or CIN LEGAL. You are responsible for safeguarding any CCP sent or delivered electronically to the Client at your place of business.

11.11 CCP Pricing. You agree that you will not at any time charge and collect from the Client a price for any Consumer Credit Product that is in excess of CIN LEGAL's prevailing market price for said product. Any violation of this provision may result in the immediate termination of this Standard Agreement for Service.

11.12 Credit Score Analysis. You are granted a limited, non-exclusive, non-transferable license to use CIN LEGAL's Credit Score Analysis utility powered by CreditXpert, Inc. for your internal business operations consistent with this Agreement and not for any credit repair activities that fall under the Credit Repair Organization Act (CROA). You agree that you will not change, delete or omit information or output generated by the Credit Score Analysis utility. You understand that either CIN LEGAL or CreditXpert, Inc. retain all right, title and interest in the Credit Score Analysis including all copyright and other intellectual property rights.

11.13 Death Master File. You acknowledge that many services containing Experian, TransUnion, and/or Equifax information also contain information from the Death Master File as issued by the Social Security Administration ("DMF"). You agree that you will use deceased flags or other indicia within the credit bureau information only for legitimate fraud prevention or business purposes in compliance with applicable laws, rules, regulations, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a) (1); and certify that you will not take any adverse action against any consumer without further investigation to verify the information from the deceased flags or other indicia.

11.14 Ongoing Duty to Update Information. You acknowledge that you must notify CIN LEGAL of any changes in your physical office address that occur during the Term; and both cooperate with and pay for onsite inspections of those different/additional physical office locations as well. In addition, you acknowledge that you must notify CIN LEGAL of any changes in Authorized Users for your CIN Account. All notifications pursuant to this section must be in accordance with Section 13.1 ("Notice") of the CIN LEGAL Standard Agreement for Service.

11.15 Additional Requirements for Equifax® Data. Before your CIN account activated for the ordering of CCP containing Equifax data ("Equifax Products"), you must satisfy and/or demonstrate compliance with additional end user requirements mandated by Equifax. Successful compliance with the end user requirements does not guarantee access to Equifax Products. If you are approved to order Equifax Products, you are obligated to abide by all of the terms and conditions set out herein and to ensure your Authorized Users' compliance herewith as well. Failure to comply may lead to immediate termination of the CIN LEGAL Standard Agreement for Service pursuant to Section 5.1 herein. Equifax may change its requirements at any time, and will notify CIN LEGAL of any such changes. CIN LEGAL will notify you of changes in Equifax's requirements as soon as practicable after being informed of the same.

(A) Equifax Requirements. In order to access Equifax Products, you acknowledge, agree and certify **(i)** that you will order Equifax Products only for your exclusive one-time use, that you will hold the Equifax Products in strict confidence except to the extent that disclosure to others is required or permitted by law, that you shall not request Equifax Products on yourself or your employees, and that you shall forbid your employees to obtain Equifax Products on themselves, associates or any other persons; **(ii)** that you will not disclose information from the Equifax Products to the subject(s) of the report except as permitted or required by law, but will refer the subject(s) to Equifax; **(iii)** that you will hold Equifax and all its agents harmless on account of any expense or damage arising or resulting from the publishing or other disclosure of information from the Equifax Products by you, your employees or agents contrary to the conditions of this Agreement or applicable law; **(iv)** that the accuracy of any Equifax Products that you receive is not guaranteed by Equifax or CIN LEGAL, and that for the fee charged, neither CIN LEGAL nor Equifax can be an insurer of the accuracy of the Equifax Products; **(v)** that you release Equifax, CIN LEGAL, and their affiliate companies, affiliated credit bureaus, agents, employees, and independent contractors from liability, even if caused by negligence, in connection with the Equifax Products and from any loss or expense suffered by you resulting directly or indirectly from information contained in the Equifax Products; **(vi)** that

written notice by either you or Equifax to the other will terminate your access to Equifax Products effective ten (10) days after the date of that notice, but the obligations and agreements set forth in sub-sections 11.15 (A) (i), 11.15 (A) (ii) and 11.15 (A) (iii) will remain in force. Please note that your access to Equifax Products and/or all Consumer Credit Products may be terminated by CIN LEGAL per Section 5.1 of the CIN LEGAL Standard Agreement for Service; **(vii)** that if you undergo an onsite inspection performed by an Authorized Equifax Inspector, you may be charged up to Fifty Dollars (\$50.00) ("Inspection Fee"). However, if CIN LEGAL has already completed an onsite inspection of your current physical office location on or after January 1, 2014, no additional inspection will be required; and **(viii)** that when you order one of the Equifax Products, CIN LEGAL will only order or access the Equifax Information Service known as ACROFILE as CIN LEGAL is prohibited from ordering or accessing other Equifax Information Services in the creation of the Equifax Products.

(B) Your Certifications. You hereby confirm that you have made all of the certifications set out in Section 11.4 (A) and Section 11.4 (B) herein and further certify that **(i)** you will order one of the Equifax Products, which are consumer reports as defined by the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. ("FCRA"), only when you intend to use that consumer report information in accordance with the FCRA and all state law counterpart, and for the following permissible purpose: to fulfill your obligations under the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 regarding review of a consumer that has engaged you for bankruptcy filing purposes, in accordance with the written instructions of the consumer to whom the consumer report relates. You will use each consumer report ordered under this Agreement for the foregoing purpose and for no other purpose (including, without limitation, any of the other permissible purposes permitted under the FCRA); and **(ii)** with each request for a consumer report, you will obtain a signed and dated hard-copy Consumer Authorization and Release Form (provided by CIN LEGAL) and copy of a photo ID from the consumer as well as an electronic certification of consumer consent for use solely for bankruptcy filing purposes and no other purpose; provide CIN LEGAL with a copy of each written hard-copy authorization form and photo ID copy by fax or email; and maintain copies of such written hard-copy consumer authorizations and photo IDs for five (5) years after the date of the request for consumer report information. In addition to any other audit rights set forth in this section, Equifax may review such consumer authorizations upon request and contact consumers to confirm their consent.

(C) Access to Equifax Data. This sub-section applies to any means through which you order or access the Equifax Products including, without limitation, system-to-system, direct access terminal, personal computer or the Internet. For the purposes of this sub-section, the term "Authorized User" means an employee that you have authorized to order or access the Equifax Products and who is trained on your obligations under this sub-section with respect to the ordering and use of the Equifax Products, and the information provided through same, including your FCRA and other obligations with respect to the access and use of consumer reports. You will **(i)** ensure that only Authorized Users can order or have access to the Equifax Products and the information provided through same; **(ii)** ensure that Authorized Users do not order Equifax Products for personal reasons or provide them to any third party; **(iii)** ensure that all devices used by you to order or access the Equifax Products are placed in a secure location and accessible only by Authorized Users and that these devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures; **(iv)** implement all necessary measures to prevent unauthorized ordering or access to the Equifax Products by any persons other than Authorized Users for permissible purposes. Those measures will include, without limitation, limiting the knowledge of your security codes, telephone access number(s) CIN LEGAL provides, and any passwords you may use, to Authorized Users and other employees with a need to know; changing your user passwords at least every ninety (90) days, or sooner if it is obtained by any third party or an Authorized User is no longer responsible for accessing the Equifax Products, or if you suspect an unauthorized person has learned the password; and using all security features in the software and hardware you use to order or access the Equifax Products; **(v)** monitor compliance with the obligations of sub-section and will immediately notify CIN LEGAL if you suspect or know of any unauthorized access or attempt to access the Equifax Products. Such monitoring will include, without limitation, a review of each CIN LEGAL invoice for the purpose of detecting any unauthorized activity. You will not ship hardware or software between your locations or to third parties without deleting all CIN LEGAL access number(s), security codes, telephone access number(s) and your user passwords. If you use a third party vendor to establish access to the Equifax Products, you are responsible for the third party vendor's use of your member numbers, security access codes, or passwords. You will ensure that the third party vendor safeguards your security access code(s) and passwords through the use of security requirements that are no less stringent than those applicable to you under this section. You will inform Authorized Users and other employees with a need to know that unauthorized access to consumer reports may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment. If CIN LEGAL reasonably believes that you have violated this sub-section, CIN LEGAL may, in addition to any other remedy authorized by this Section 11.15 with reasonable advance written notice to you and at CIN LEGAL's sole expense, conduct, or have a third party conduct on its behalf, an audit of your network security systems, facilities, practices and procedures to the extent CIN LEGAL reasonably deems necessary in order to evaluate your compliance with the data security requirements of this sub-section.

12. Terms and Conditions for Equifax® Intelligent Property Report ("IPR"). You agree to the following restrictions on use and limitations any time you use the Intelligent Property Report product which is included in the certain consumer credit report products and also available for purchase a la carte (the "IPR").

(A) Unless Equifax agrees in writing otherwise, the licensed information received via the IPR is provided for a "one-time" use only. You may archive the licensed information solely for audit purposes for twelve (12) months after the date on which Equifax provided that licensed information to you (the "Archive Period"). Should you experience a data loss during the Archive Period that renders the stored licensed information inaccessible or unreadable, you may request that the CRA deliver to him or her a copy of the licensed information originally provided. Upon the expiration of the Archive Period, you will within a reasonable period of time, not to exceed one hundred and twenty (120) days, destroy or delete the applicable licensed information from its files and computer systems, including all copies thereof, no matter how stored. Upon Equifax's request, you will certify in writing that it has completed the foregoing activity.

(B) You shall be solely responsible for obtaining any and all necessary licenses, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation pertaining to real estate property valuation practices. You will not use any element or component of the IPR to create, replace, supplement or enhance any title, legal vesting, ownership

or encumbrance reports. You will not use the IPR coupled with alternative insurance approaches or products without first obtaining Equifax's written permission.

(C) You shall: **(i)** not use for solicitation the name, mailing address or telephone number of a consumer that is designated within any IPR; **(ii)** with respect to the IPR, abide by all prevailing federal, state, and local laws and regulations governing fair information practices and consumers' rights to privacy; **(iii)** limit access to the IPR to those individuals who have a "need to know" in connection with your business and will obligate those individuals to acknowledge consumers' rights to privacy and adhere to fair information practices; and **(iv)** with respect to any score, hold all information received from Equifax in connection with the IPR in strict confidence and will not disclose that information to the subject of the report or to others except as required or permitted by law.

(D) You shall not use the IPR: **(i)** as a factor in establishing an individual's eligibility for credit or insurance; **(ii)** in connection with underwriting individual insurance; **(iii)** in evaluating an individual for employment purposes; **(iv)** in connection with a determination of an individual's eligibility for a license or other benefit granted by a governmental authority; **(v)** in connection with any permissible purpose as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq.*); or **(vi)** in any other manner that would cause such use of the information to be construed as a consumer report by any authority having jurisdiction over you, Equifax or both.

(E) The IPR, including without limitation, the Automated Valuation Models ("AVMs") used in the creation of the IPR, do not constitute an appraisal of the subject property. The condition of the subject property and current market conditions can greatly affect the validity of the IPR. No AVMs generated include a physical inspection of the subject property or a visual inspection or analysis of current market conditions by a licensed or certified appraiser, which is typically included in an appraisal. The IPR should not be relied upon in lieu of an appraisal or underwriting process. The predicted value reports are based upon data collected primarily from public record sources. THE ACCURACY OF THE METHODOLOGY USED TO DEVELOP THE IPR, THE AVMS, THE REPORTS, THE EXISTENCE OF THE SUBJECT PROPERTY, AND THE ACCURACY OF THE PREDICTED VALUE ARE ESTIMATIONS OF VALUE BASED ON AVAILABLE DATA AND ARE NOT GUARANTEED OR WARRANTED. NEITHER EQUIFAX NOR ITS AFFILIATES OR LICENSORS MAKE ANY WARRANTY OR REPRESENTATION: **(i)** THAT THE DATA IS IN COMPLIANCE OF ANY FEDERAL OR STATE OPT OUT OR DO NOT CALL OR SIMILAR LAW; OR **(ii)** ABOUT THE LEGALITY OR PROPRIETY OF THE USE OF THE INFORMATION SERVICES IN ANY JURISDICTION, STATE OR REGION.

13. Terms and Conditions for LexisNexis Data Products. You have a restricted license to use Consumer Credit Products and Due Diligence Products containing data from LexisNexis ("LN Products") for your bankruptcy case preparation purposes. You warrant that all of your use of the LN Products shall be for only legitimate purposes, including those specified by you in connection with a specific information request, relating to your business and as otherwise governed by the Agreement. You shall not use LN Products for marketing purposes or resell or broker the LN Products to any third party. You agree that if CIN LEGAL determines or reasonably suspects that you are engaging in marketing activities, reselling or brokering the LN Products information, programs, computer applications, or data, or are otherwise violating any provision of this Agreement, or any of the laws, regulations, or rules described herein, CIN LEGAL may take immediate action, including terminating the delivery of, and the license to use, the LN Products. You shall not access the LN Products from Internet Protocol addresses located outside of the United States and its territories without CIN LEGAL's prior written approval. You may not use data to create a competing product. You shall comply with all laws, regulations and rules which may, in CIN LEGAL's opinion, govern the use of the LN Products and information provided therein. CIN LEGAL will use reasonable care to deliver the LN Products that you request. You agree that you accept all information "AS IS." You acknowledge and agree that CIN LEGAL obtains its data from third-party sources, which may or may not be completely thorough and accurate, and that you shall not rely on CIN LEGAL for the accuracy or completeness of information supplied through the LN Products. You understand that you may be restricted from accessing certain LN Products which may be otherwise available. CIN LEGAL reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the LN Products.

(A) GLBA Data. Some of the information contained in the LN Products is "nonpublic personal information," as defined in the Gramm-Leach-Bliley Act (15 U.S.C. § 6801, *et seq.*), ("GLBA"), and is regulated by the GLBA ("GLBA Data"). You shall not obtain and/or use GLBA Data through the LN Products, in any manner that would violate the GLBA, or any similar state or local laws, regulations rules. You acknowledge and agree that you may be required to certify your permissible use of GLBA Data at the time you requests information in connection with certain LN Products. In addition, you agree you will recertify, in writing, your permissible uses of GLBA Data upon request by CIN LEGAL. You certify with respect to GLBA data received through the LN Products that you will comply with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

(B) DPPA Data. Some of the information contained in the LN Products is "personal information," as defined in the Driver's Privacy Protection Act (18 U.S.C. § 2721, *et seq.*), ("DDPA") and is regulated by the DPPA ("DPPA Data"). You shall not obtain and/or use DPPA Data through the LN Products in any manner that would violate the DPPA. You acknowledge and agree that you may be required to your permissible use of DPPA Data at the time you request information in connection with certain LN Products. In addition, you agree you will recertify, in writing, to CIN Legal your permissible uses of DPPA Data upon the request of CIN LEGAL.

(C) Social Security and Driver's License Numbers. If you obtain Social Security Numbers or Driver's License Numbers ("SSNs") through the LN Products, you certify you will not use the SSNs for any purpose other than as follows: In addition to the restrictions on distribution set forth in this Section 13, you agree that you will not permit SSNs obtained through LN Products to be used by an employee or contractor who is not an appropriate user with an appropriate use. In the event you are not an appropriate user and/or do not have an appropriate use at any time during the term of this Agreement, CIN LEGAL may immediately preclude you from receiving SSNs. You agree you will recertify in writing, to CIN LEGAL, that you are an appropriate user and that you has one or more authorized uses upon the request of CIN LEGAL. You may not, to the extent permitted by the terms of this Agreement, transfer SSNs via email or text without CIN LEGAL's prior written consent.

(D) Copyrighted Materials. You shall not remove or obscure the copyright notice or other notices contained on materials accessed through the LN Products.

(E) FCRA Services. The following restricted license is conditionally granted for LN Products by the federal Fair Credit Reporting Act, (15 USC. 1681, *et seq.*), ("FCRA"). These products presently include, without limitation, Banko Collections Solutions, Deceased Notification Batch Services, Electronic Bankruptcy Notifier, Onescore, RiskView, PeopleWise Employment Screening, Securint Employment Screening, and Securint Tenant Screening. These products constitute consumer reports as defined by the FCRA

("Consumer Report"). You certify that when using the Consumer Report LN Products, you will comply with all applicable provisions of the FCRA and all other applicable federal, state or local legislation, regulations rules. Without limiting the generality of the foregoing, you certify that (i) you will comply with all applicable provisions of the California Credit Reporting Agencies Act and any related regulations; and (ii) you will comply with all Vermont statutes and regulations on fair credit reporting, including but not limited to, obtaining the consent of Vermont residents prior to obtaining any information on Vermont residents through Consumer Report LN Products. You agree you will certify in writing to CIN LEGAL your permissible purposes for use of the Consumer Report LN Products upon the request of CIN LEGAL.

(F) Public Records Products. For all Public Records LN Products, exclusive of FCRA products detailed herein, the following restricted license is conditionally granted. These products, including without limitation FraudDefender, RecoverScore, and Accurant, are not provided by "consumer reporting agencies," as that term is defined in the FCRA and do not constitute Consumer Reports. Accordingly, you certify that you will not use any of the information you receive through these Public Records LN Products for any of the following purposes: (i) in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes or in connection with the review or collection of an existing credit account of a consumer; (ii) for employment purposes; (iii) in connection with a determination of a consumer's eligibility for a license or other benefit granted by a government agency; (iv) as a potential investor or servicer, or current insurer, in connection with a valuation of, or assessment of credit or prepayment risks associated with, an existing credit obligation; or, (v) for any other purpose deemed to be a permissible purpose under the FCRA. You may use, except as otherwise prohibited by this Agreement, information received through these Public Records products for the following purposes: (vi) to verify or authenticate an individual's identity; (vii) to prevent or detect fraud or other unlawful activity; (viii) to locate an individual; (ix) to review the status of a legal proceeding; or, (x) to decide whether to buy or sell consumer indebtedness in a commercial transaction.

(G) Supplemental Terms. Certain materials contained within the LN Products are subject to additional obligations and restrictions. To the extent you receive such materials through the LN Products you agree to comply with the Supplemental Terms for Specific Materials contained at the following website: <http://www.lexisnexis.com/en-us/terms/supplemental/> (the "Supplemental Terms"). The Supplemental Terms are hereby incorporated into this Agreement by reference.

14. Miscellaneous.

14.1 Notice. (A) To You. We may provide any notice to you under this Agreement by doing any or all of the following: (i) posting a notice in your CIN Account, which is viewable whenever you order a Product; (ii) sending a message to the email address then associated with your CIN Account; or (iii) mailing a notice to the business address then associated with your CIN Account via FedEx, UPS or registered or certified US Postal Service mail. Notices CIN LEGAL posts to your CIN Account are considered to be delivered by us and received by you as of the date and time of our posting. Notices CIN LEGAL sends by email are considered to be delivered by us and received by you when we send the email, regardless of whether you actually receive the email. Notices CIN LEGAL provides by mail carrier are considered to be delivered by us and received by you on the date on which the carrier delivers the notice to your address, regardless of whether you actually receive the mail. It is your responsibility to inform us of any changes to your email address and mailing address. **(B) To Us.** To give CIN LEGAL notice under this Agreement, you must contact CIN LEGAL as follows: (i) by facsimile transmission to 866-307-1003; (ii) by email to attorney@stretto.com; or (iii) by FedEx, UPS or registered or certified US Postal Service mail to Credit Infonet, Inc., 4540 Honeywell Court, Dayton, OH 45424. Notices you provide to CIN LEGAL by facsimile transmission or by email are considered to be delivered by you and received by us one business day after they are sent. Notices you provide to CIN LEGAL by mail carrier are considered to be delivered by you and received by us on the date on which the carrier delivers the notice to CIN LEGAL. **(C) Language.** All communications and notices to be made or given pursuant to this Agreement must be in the English language.

14.2 Publicity. You agree that you will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors), or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement.

14.3 Force Majeure. We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including but not limited to acts of God; pandemics; labor disputes or other industrial disturbances; systemic electrical, telecommunications, or other utility failures; earthquake, storms or other elements of nature; blockages, embargoes, riots, acts or orders of government; acts of terrorism or war; and/or Internet service provider failure or delay, or denial of service attack. You agree to hold CIN LEGAL harmless for all such interruptions.

14.4 Independent Contractors; Non-Exclusive Rights. We and you are independent contractors, and neither party, nor any of the parties' respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

14.5 No Third Party Beneficiaries. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

14.6 Assignment. You will not assign this Agreement, or delegate or sublicense any of your rights under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section 14.6 will be void. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

14.7 No Waivers. The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

14.8 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

14.9 Governing Law; Venue. The laws of the State of Ohio, without reference to conflict of law rules, govern the performance and construction of this Agreement. The federal or state courts resident in Montgomery County, Ohio shall have exclusive jurisdiction over any dispute that might arise between you and us relating to this Agreement. You consent to exclusive jurisdiction and venue in these courts and agree to forebear from

filing a claim in any other jurisdiction or venue. Use of your CIN Account and Products is unauthorized in any jurisdiction that does not give effect to all provisions of this Agreement, including, without limitation, this Section 14.9.

14.10 Entire Agreement; English Language. This Agreement is the entire agreement between you and us regarding your CIN Account and the Products. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement.