

**EQUIFAX WORKFORCE SOLUTIONS LLC  
PROFESSIONAL SERVICES TERMS AND CONDITIONS  
LAWLOGIX PRODUCTS**

These Professional Services Terms and Conditions (“PS Terms”) apply to the organization (“Customer”) purchasing Professional Services in connection with LawLogix software-as-a-service products from Equifax Workforce Solutions LLC. (“EWS”) pursuant to a mutually agreed to order form, statement of work, or service proposal between the parties (together, “Service Order”). These PS Terms are incorporated in and made a part of all Service Orders referencing these PS Terms.

**1. DEFINED TERMS.**

“Deliverables” means any reports, analyses, scripts, automation, code or other work results which have been delivered by EWS to Customer within the framework of fulfilling obligations under a Service Order.

“Professional Services” shall mean the services performed by EWS under a Service Order.

“Software” means EWS’s proprietary software products for which Customer has obtained a valid license from EWS or one of its authorized solution providers.

“Specifications” means the definitive, final functional specifications for Deliverables, if any, produced by EWS in performance of the Professional Services.

- 2. FULFILLMENT.** EWS will provide the Professional Services as stated in the Service Order at a time and on a schedule that is mutually agreed upon by the parties. If any delays in such Professional Services occur solely as a result of any incorrect information, incorrect assumption or failure of Customer to perform or fulfill its obligations in connection with a Service Order, the performance schedule for the applicable project may be extended. EWS shall have no liability or responsibility for any costs or expenses resulting from such delays.

**3. CUSTOMER’S OBLIGATIONS.**

- A. Assistance and Obligations.** Customer agrees that it will cooperate with and assist EWS in the performance of Professional Services; will provide the resources specified in the relevant Service Order; and will perform or fulfill all obligations required to be performed or fulfilled by Customer under the terms of the Service Order. Customer acknowledges that if it fails to provide assistance and perform or fulfill its obligations in accordance with this Section and the Service Order, EWS’s ability to provide such Professional Services, meet the performance schedule set forth in such Service Order, if any, and keep services fees reasonably in line with any estimates given in a Service Order may be adversely affected.
- B. Third Party Software Rights.** Notwithstanding any contrary terms, if Customer requests EWS to perform Professional Services on or with respect to any third party software, Customer represents and warrants to EWS that Customer has all necessary rights to allow EWS to do so.
- C. Protection of Customer’s Systems.** EXCEPT AS IT RELATES TO A HOSTED SOLUTION HOSTED BY EWS, CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE TO TAKE APPROPRIATE MEASURES TO ISOLATE AND BACKUP OR OTHERWISE ARCHIVE ITS COMPUTER SYSTEMS, INCLUDING ITS COMPUTER PROGRAMS, DATA AND FILES.
- D. Safe Work Environment.** Customer will be responsible for and shall ensure that while EWS employees, agents or subcontractors are on Customer’s premises (if required), all proper and legal health and safety precautions are in place and fully operational to protect such persons.

#### 4. PAYMENT TERMS.

- A. Fees and Expenses.** Customer agrees to pay EWS for all Professional Services ordered on an applicable Service Order. Unless otherwise specified in a Service Order, all amounts due to EWS are non-cancelable and the sums paid nonrefundable.
- B. Invoice Terms.** Customer shall pay in full each invoice issued hereunder net thirty (30) days from the date of Customer's receipt of such invoice. All past due amounts shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Customer in the payment of any amounts due hereunder, which default continues unremedied for at least ten (10) calendar days after the due date of such payment, EWS shall have the right to suspend or cease the provision of Professional Services unless and until such default has been cured.
- C. Taxes.** All payments are exclusive of all applicable taxes and governmental charges (such as duties), all of which shall be paid by Customer (other than taxes on EWS's income). In the event Customer is required by law to withhold taxes, Customer agrees to furnish EWS all required receipts and documentation substantiating such payment. If EWS is required by law to remit any tax or governmental charge on behalf of or for the account of Customer, Customer agrees to reimburse EWS within thirty (30) days after EWS notifies Customer in writing of such remittance. Customer agrees to provide EWS with valid tax exemption certificates in advance of any remittance otherwise required to be made by EWS on behalf of or for the account of Customer, where such certificates are applicable.

#### 5. CONFIDENTIAL INFORMATION.

- A.** The parties agree that the following will be treated as "Confidential Information": (i) all immigration and other data provided to EWS by or on behalf of Customer, which does, or could be used to, directly or indirectly identify an individual ("Data"); (ii) all information provided by EWS to Customer pertaining to the Services; (iii) information of a party which a reasonable person would understand under the circumstances to be confidential, including information marked as "Confidential," "Proprietary" or words of similar meaning by either party. Any Confidential Information acquired or received by either party (the "Recipient") in the course of this Agreement will not be disclosed or transferred to any person or entity other than to employees of a party and, as to EWS, for the purpose of performing its obligations under this Agreement. Confidential Information received under this Agreement will be treated with the same degree of care and security as each party uses with respect to its own Confidential Information, but not less than a reasonable degree of care.

Confidential Information does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by the Recipient, (ii) was known by the Recipient at the time of disclosure of the information without any obligation of confidence, and that knowledge is evidenced by reasonable proof, (iii) was or becomes available from a source other than the owner if the source was not legally bound to maintain the confidentiality of the information, or (iv) the Recipient independently develops without use of or reference to the Confidential Information. Each party acknowledges that unauthorized disclosure or use of the Confidential Information by a party may irreparably damage the other party in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the owner the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief.

- B.** Upon Customer's written request at any time during the Term of this Agreement (including termination or completion of the Services hereunder), EWS will purge, destroy, or otherwise render inaccessible, Data housed in the EWS production database(s), provided that EWS may retain archival copies of Data for audit and dispute resolution purposes and EWS may retain copies of Data on encrypted back-up media in which such Data is co-resident with other employment and income data. EWS shall remain under its contractual obligation of confidentiality and security to Customer during such retention and such obligations shall survive termination of the Agreement. This Section shall survive the termination of this Agreement.

**6. PROPRIETARY RIGHTS.** EWS, its licensors, or its suppliers retain all right, title, and interest (including all patent, copyright, trade secret and other intellectual property rights) in and to the Software, the Professional Services, the Deliverables, and any and all related and underlying software (including interfaces created by EWS), databases, technology, reports and documentation, and any adaptation, modification, derivation, addition or extension to the Software and Professional Services. Customer owns all right, title and interest in, and to, all data provided by Customer in connection with the Professional Services (“Customer Data”), and all Customer Data is deemed Confidential Information.

**7. DISCLAIMER OF WARRANTIES.** EWS MAKES NO WARRANTIES AS TO THE SOFTWARE OR THE CUSTOMER DATA, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND/OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF EWS KNOWS OF SUCH PURPOSE.

**8. TERMINATION.**

**A. Termination for Breach.** Either party may notify the other in writing in case of the other's alleged breach of a material provision of these PS Terms and/or an applicable Service Order. The recipient shall have sixty (60) days from the date of receipt of such notice to effect a cure. If the recipient of the notice fails to effect a cure within such period, then the sender of the notice shall have the option of sending a written notice of termination of the applicable Service Order, which notice shall take effect upon receipt.

**B. Effect of Termination.** In the event of any termination of a Service Order, Customer agrees to compensate EWS for all Professional Services already performed prior to, and including, the date of termination, except to the extent that EWS has breached its obligations to perform such Professional Services and such breach is the cause of such termination.

**9. LIMITATION OF LIABILITY.**

**A. LIMITATION ON TYPES OF RECOVERABLE DAMAGES.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANYONE ELSE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, GOODWILL, USE, DATA LOSS OR OTHER INTANGIBLE ITEMS SUCH AS BUSINESS INTERRUPTION OR THE COST OF RECOVERING SUCH DATA) EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

**B. CAP ON DIRECT DAMAGES.** EXCEPT FOR ANY LIABILITY WHICH MAY NOT BE EXCLUDED BY LAW, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY ARISING UNDER OR IN RELATION TO THIS AGREEMENT, (OTHER THAN CUSTOMER'S OBLIGATION TO PAY FEES) WILL BE LIMITED TO THE AMOUNT CUSTOMER PAID TO HYLAND FOR PROFESSIONAL SERVICES UNDER THE SERVICE ORDER.

**10. GENERAL TERMS.**

**A. Force Majeure.** No failure, delay or default in performance of any obligation of a party under the Service Order (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This section shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date under the Service Order is postponed or extended pursuant to this section for longer than ninety (90) calendar days, Customer, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate EWS's right to render further performance of services after

the effective date of termination; provided, that Customer will be responsible for payment for the services provided by EWS through the effective date of termination in accordance with these PS Terms.

- B. Binding Effect and Assignments.** These PS Terms shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign its rights or obligations under a Service Order SOW, in whole or in part, to any other person or entity without the prior written consent of the other party, which consent shall not be unreasonably delayed; provided, however, that upon written notice to the other party, either party may assign this Services Proposal to an affiliate of such party or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation or acquisition. Any assignment made without compliance with the provisions of this section shall be null and void and of no force or effect.
- C. Entire Agreement.** These PS Terms constitute the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. To the extent there is a conflict between these PS Terms and the Service Order, these PS Terms shall control.