

**DLS Discovery, LLC**  
**Standard Terms and Conditions**  
**As of June 1, 2015**

The following Terms and Conditions govern all transactions between DLS Discovery, LLC ("DLS") and Customers for any and all services rendered by DLS to Customers in connection with Orders placed by Customers on or after June 1, 2015. For all Orders accepted by DLS or for otherwise purchasing goods and services from DLS, Customer agrees to be bound by these Terms and Conditions and waives any legal requirement to endorse these Terms and Conditions with a signature.

**Orders.** The definition of Orders includes, but is not limited to, any request for services offered and provided by DLS for (i) document imaging, OCR (optical character recognition), document coding, litigation copy, litigation printing, bates numbering & binding, bulk mailing, courier; and (ii) e-discovery services such as data identification, data preservation & collection, data processing, review & analysis, web hosting, reviewing platform, and production. Customers may submit Orders to DLS through any reasonable means of communication that clearly sets forth the subject matter, details, and parameters of the Order, such communications include, but are not limited to, (i) written submissions such as e-mails (e.g., [orders@dlsdiscovery.net](mailto:orders@dlsdiscovery.net)), work orders, Statements of Work, cover sheets, notes or (ii) verbal submissions such as voice-mail or direct conversations with a DLS representative. Written submissions are accepted upon receipt. Verbal submissions are considered a request for a quote and will be followed by a written offer for services (e.g., Statement of Work) that Customer must then acknowledge and accept before services are rendered.

**Electronic Communications.** When you visit [dlsdiscovery.net](http://dlsdiscovery.net) or send e-mails to us, you are communicating with us electronically and thereby consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

**Invoices, Payment Terms, and Disputes.** DLS will deliver invoices to Customer for payment of services rendered. At its discretion, DLS will deliver invoices on a weekly, biweekly, monthly or as determined basis. DLS does not extend any form of credit or grace period to Customers and payment is due upon receipt by Customer. In the event that an invoice remains unpaid for more than thirty (30) calendar days from the invoice date and after providing notice in writing of such default, DLS may terminate the corresponding Order and immediately suspend performance on any other services or outstanding Orders by the same Customer. In addition to such action, DLS reserves the right to pursue all other remedies at law or equity to obtain payment for delinquent accounts. Overdue amounts are, at the discretion of DLS, subject to penalties of both (i) a delinquency assessment of \$30.00 for each month overdue and (ii) delinquency interest accrued on a daily basis at the rate of one and one-half percent (1.5%) per month from the invoice date until the amount is paid in full. In the event DLS pursues collection or enforcement on any overdue amounts and assessed penalties, Customer shall be liable for all costs thereof including, without limitation, reasonable legal fees, costs and expenses. In the event Customer disputes any charges appearing on an invoice, disputes must be in writing and include: (i) the relevant invoice number, (ii) the item(s) and amount(s) disputed and (iii) a detailed basis for Customer's reason to withhold payment. Written disputes must be received by DLS within ten (10) business days of the date of the invoice. If Customer fails to timely submit a written dispute with the required information, Customer shall have forfeited its right to dispute such charges and they shall be due and payable accordingly including all assessed penalties. A timely submitted dispute does not release Customer from the obligation to tender payment for any remaining, undisputed balance of an invoice.

**Errors and Omissions.** In the event Customer asserts that services rendered in connection with any Order contain errors, omissions or is otherwise deficient in some manner, the Customer's sole and exclusive remedy for any such claim shall be, upon written notice, for DLS to use commercially reasonable efforts at its expense to cure such errors, omissions or deficiencies. Upon attempt to cure and if Customer contends that such attempt failed to cure the alleged deficiency, DLS at its discretion may return any charges already paid by

Customer for the services rendered in connection with the particular Order in question that gives rise to the liability.

**Confidentiality and Non-Disclosure.** Any information provided by Customer to DLS in connection with any Order (the "Customer Information") will be kept confidential by DLS except: (a) information that was possessed by or known to DLS at the time of disclosure without restrictions on its use, or (b) information that is or becomes a matter of public knowledge through no fault of DLS, or (c) information that is in the public domain at the time of the disclosure to DLS or is subsequently made available to the general public without restriction by the Customer, or (d) information that is considered of public record for purposes of the legal proceedings, or (e) information that is rightfully or in good faith received from a third party other than the Customer who is either (i) legally entitled to disclose the Customer Information without restriction or (ii) not restricted by a duty of confidentiality, or (f) information which is required to be disclosed pursuant to any court order, or (g) information that is independently developed by the DLS without use of Customer Information and documentation exists to support such claim. Customer agrees it will not disclose any costs or pricing in connection with any Order to any third parties without the express written consent from DLS. The confidentiality obligations in this paragraph shall survive the termination of any Order. The terms of any Order shall not be considered to be Customer Information. Customer acknowledges and agrees that any information provided by Customer to DLS pursuant to any Order that constitutes Protected Health Information ("PHI") subject to the Health Insurance Portability and Accountability Act of 1996 45 CFR Parts 160 and 164 ("HIPAA") and the Health Information Technology for Economical and Clinical Health Act, Public Law 111-005 ("the HITECH Act") or "nonpublic personal information" as defined under the Title V of the U.S. Gramm-Leach-Bliley Act, 15 U.S.c. § 6801 et seq., and the rules and regulations issued there under ("Gramm-Leach-Bliley") shall be specifically identified as such to DLS in writing.

**Indemnification for Infringement.** Customer shall indemnify, defend and hold harmless DLS and its directors, officers, partners, members, employees, representatives, agents, contractors, or affiliates from and against any claim, suit, demand, liability, cause of action, damage or cost (including reasonable attorneys' fees and expenses) for actual or alleged infringement of any intellectual property right, including but not limited to copyright, trademark, or right of publicity, arising from the performance of services under any Order. Notwithstanding any other provision of these Terms and Conditions, nothing herein shall be construed to give DLS any control over decisions relating to choosing the content of information copied or otherwise handled hereunder. Customer warrants and represents that it violates no intellectual property rights or confidentiality agreements of third-parties by having DLS perform services under any Order.

**Warranties and Limitation of Liability.** *EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, DLS MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES, EQUIPMENT OR GOODS PROVIDED UNDER ANY ORDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, COURSE OF PERFORMANCE, TRADE USAGE OR INDUSTRY CUSTOM. THE AMOUNT OF ANY LIABILITY OF DLS TO CUSTOMER OR ANY THIRD PARTY FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO ANY ORDER, SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT PAID TO DLS FOR THE PERFORMANCE OF SERVICES UNDER ANY ORDER DURING THE THREE-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.*

**Entire Agreement, Force Majeure, and Governing Law.** These Terms and Conditions contain the entire agreement between the parties as to the subject matter hereof and (i) supersedes any prior agreements, understandings, or representations and (ii) expressly incorporates by reference any DLS form or communication that constitutes an acceptance of an Order including, but not limited to, e-mails (e.g., [orders@dlsdiscovery.net](mailto:orders@dlsdiscovery.net)), work orders, Statements of Work, cover sheets, or notes. There are no representations, agreements or understandings, either expressed or implied, affecting any Order which are not expressly set forth herein. No Order shall be supplemented or modified by any different or additional terms that may appear in a purchase order or confirmation issued by the Customer. Neither party may assign any Order without the written consent of the other party, provided however, that DLS reserves the right to

hire, employ or otherwise engage third parties to assist DLS in executing the terms of any Order. No Order may be modified or amended except by the mutual written agreement of the parties. Customers may verbally request modifications or amendments to any Order provided that DLS accepts such request by any acceptable means of written communication. DLS may, without liability, delay performance or cancel any Order or any services hereunder at any time on account of force majeure or other circumstances beyond its control including, but not limited to, acts of God, war, riot, fire, earthquake, explosion, flood, strike, lockout, injunction, or telecommunications, electrical or source of service failure. No waiver of any provision of these Terms and Conditions shall be effective unless it is in writing and signed by the party against which it is sought to be enforced. These Terms and Conditions shall be governed by the laws of the State of Delaware both as to interpretation and performance, without regard to its choice of law requirements. The parties hereby consent to the venue and exclusive jurisdiction of any court located in New Castle County, Delaware. If any Order is made pursuant to a Services Agreement ("SA"), the terms and conditions set forth in such SA are incorporated herein by reference and made a part of these Terms and Conditions. The terms of a Services Agreement shall control in the event of any conflict.

Customer acknowledges and agrees that they have read and accept the foregoing Terms and Conditions that govern all transactions and Orders between DLS and Customer. Customer further acknowledges that they have the authority to execute any Order and accept responsibility for payment of all charges arising under any Order and that the instructions on any Order are true, correct and complete. For all Orders accepted by DLS or for otherwise purchasing goods and services from DLS, Customer agrees to be bound by these Terms and Conditions and waives any legal requirement to endorse these Terms and Conditions with a signature.