

TERMS OF USE AGREEMENT

In exchange for your access to and use of eCourt Reporters, LLC's ("eCourt Reporters") website www.ecourtreporters.com and any of its sub-domains and related eCourt Reporters' sites (collectively, the "Site"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you hereby agree as follows (this "Agreement"):

1. Non-Exclusivity. From time to time, you may provide third parties with certain court reporting, videography and/or related services that are scheduled through the Site (the "Services"). eCourt Reporters shall be free to contract with others for the provision of the Services, and nothing contained in this Agreement shall be construed to require eCourt Reporters or any other user of the Site to engage you for the performance of any work.

2. Relationship between the Parties. You shall perform this Agreement and all Services as an independent contractor and not an employee of eCourt Reporters, and nothing contained in this Agreement, nor any acts of you or eCourt Reporters, shall be deemed to create the relationship of agency, partnership, joint venture, franchise, or any other association or relationship between you and eCourt Reporters. Neither you, nor any of your employees, shall be entitled to receive any of the benefits that employees of eCourt Reporters receive, or to receive from eCourt Reporters workers compensation, unemployment compensation, medical, life, disability or any other kind of insurance, paid vacations, paid holidays, pension benefits, profit sharing or Social Security benefits on account of any Services performed under this Agreement. You shall set your own schedule, and be responsible for all expenses incurred in connection with your provision of the Services and performance of your duties and obligations under this Agreement, including but not limited to, (i) salaries for personnel, (ii) costs and expenses associated with travel, establishing and maintaining offices, and advertising and promotion expenses, and (iii) any and all taxes, duties, tariffs or charges which may be imposed on you by any governmental authority, including, without limitation, sales taxes. Neither you, nor eCourt Reporters, shall have the authority, without the written consent of the other, to bind the other to any contract, representation, understanding, act, deed, affirmation, warranty or claim.

3. Standards. You shall provide all Services in a timely, professional manner and in compliance with the following: (i) this Agreement, (ii) the provisions of all applicable federal, state and local laws, and all regulations promulgated thereunder, including, but not limited to, all permitting and licensure requirements, (iii) industry best practices, and (iv) the standards and requirements of all governmental bodies or professional organizations through which you are licensed and/or credentialed.

4. Representations. All information entered and uploaded by you into the Site, or otherwise provided by you to eCourt Reporters, is true, accurate and shall be kept current, including but not limited to, (i) your photograph, (ii) your personal and professional information, (iii) your licenses and credentials, (iv) your work calendar and availability to perform the Services, (v) your posted rates for the performance of the Services, (vi) your payment and insurance information, and (vii) orders for the provision of your Services.

5. Schedulings through the Site.

A. You shall not assign your performance of any Services to any third parties, and all scheduled Services shall be performed by you at the rates, and on the dates and times, posted by you to the Site. Any cancellations to scheduled Services shall only be made by you in the event of circumstances beyond your reasonable control, and then only upon notice to eCourt Reporters and the relevant third party user of the Site as promptly as possible.

B. You shall be solely responsible for the safekeeping of all exhibits provided to you during your performance of the Services, and you shall provide eCourt Reporters with tracking numbers for all transcripts and exhibits sent to other users of the Site.

C. You shall keep accurate records of all Services performed by you, and you shall provide eCourt Reporters with copies of all orders for Services, signed by the users of the Site for which you performed the Services. Failure to do so may result in nonpayment to you in the event of any dispute regarding your performance of any Services.

D. All orders for the Services shall be billed through eCourt Reporters, and eCourt Reporters shall remit to you all amounts that it collects from such billings, minus 5%, within 30 days of collection.

E. You may be reviewed and 'ranked' on the Site by other third party users, based on their opinions of your performance of the Services, and your reviews and rankings may be posted to the Site by eCourt Reporters. Such reviews and rankings may limit or enhance your ability to perform the Services. In the event you disagree with any such review or ranking, you shall immediately contact eCourt Reporters and provide a written response detailing the reasons for your disagreement. eCourt Reporters may, in its sole and absolute discretion, post all or part of your response to the Site and/or adjust your ranking, but shall in no event be required to do so.

6. Insurance. At all times during your use of and access to the Site and for a period of two years thereafter, you shall, at your own expense, obtain and maintain the following minimum levels of insurance: (i) Employer's liability insurance (when applicable) in an amount not less than \$500,000.00, (ii) worker's compensation insurance in conformity with statutory requirements, (iii) commercial general liability insurance, including broad form contractual liability insurance, with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, and (iv) automobile liability insurance in an amount not less than \$500,000.00 combined single limit for bodily injury and property damage arising from any occurrence. Said policies shall be issued by an insurance carrier or carriers reasonably satisfactory to eCourt Reporters, shall include eCourt Reporters and its respective officers, directors, owners, employees and agents as additional insureds, shall contain a waiver of subrogation against said parties, and shall further require the insurance carrier to notify eCourt Reporters at least 30 days prior to any expiration or termination of, or material change to, the applicable insurance policy. Proof of such policies shall be provided to eCourt Reporters upon request. Your insurance coverage shall be the primary insurance with respect to all Services performed by you, and any insurance or self-insurance maintained by eCourt Reporters shall be excess of your insurance.

7. Indemnification. You shall defend, indemnify and hold harmless eCourt Reporters and its affiliates, subsidiaries, owners, officers, directors, employees, agents, successors and assigns

(collectively, the “Indemnified Parties”) from and against all liabilities, claims, suits, actions, losses, costs, actual attorneys’ fees and legal expenses, judgments and damages, whether ordinary, special or consequential, arising out of or in any way related to any of your actual or alleged acts or omissions, or the actual or alleged acts or omissions of any of your officers, directors, employees, owners, agents, representatives, successors and assigns, as applicable. Your forgoing obligations shall be unaffected by the insurance requirements provided for in this Agreement, and your duty to defend, indemnify and hold harmless the Indemnified Parties applies in full and regardless of whether there are independent allegations against the Indemnified Parties, and regardless of whether your insurance carrier accepts the duty to defend or provide coverage for any tendered claim.

8. Disclaimers. Access to the Site and its third party users is provided to you on an “as is” and “where is” basis, without any warranty. eCourt Reporters makes no representations or warranties in connection with the Site or its users, including, but not limited to, the quality, suitability, truth, accuracy or completeness of any content, information, or service contained on or available through the Site (collectively, “Content”), and expressly disclaims all conditions, representations and warranties, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement of third-party rights. eCourt Reporters does not represent or warrant that the Site is error free or free of viruses or other harmful components, or that defects will be remedied. eCourt Reporters does not warrant or represent that the Content will be correct, accurate, error-free, timely or otherwise reliable. eCourt Reporters does not guarantee that the Site, or any Content on it, will always be available or be uninterrupted. eCourt Reporters may suspend, withdraw, discontinue or change all or any part of the Site without notice. eCourt Reporters may make improvements and/or changes to features, functionality or Content on the Site at any time. eCourt Reporters will not be liable to you if for any reason the Site is unavailable at any time or for any period. eCourt Reporters will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site, or any other website linked to it. eCourt Reporters disclaims all responsibility for any loss, injury, claim, liability, or damage of any kind whether in contract, tort, breach of statutory duty, or otherwise, including, but not limited to, direct, indirect, incidental, consequential or punitive damages, arising from or connected with the Site, including, but not limited to, your use of the Site or your inability to use the Site, even if eCourt Reporters has previously been advised of the possibility of such damages or such damages were foreseeable. eCourt Reporters will not be liable for loss of profits, sales, business or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage resulting from your use of the Site. Applicable law may not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

9. Confidentiality.

A. Any knowledge or information that eCourt Reporters shall have disclosed or may hereafter disclose to you, or which has been or may be observed or received by you, which in any way relates to any Services, the terms and conditions herein, or any processes, operations, finances, personnel or customers of eCourt Reporters or other data furnished by eCourt Reporters, shall be deemed to be confidential or proprietary information, and, unless otherwise

consented to in writing by eCourt Reporters, shall be used only for your performance of your obligations hereunder and shall not at any time be otherwise divulged, directly or indirectly, to any other party; provided, however, that the forgoing obligations shall not apply to any information that: (i) is or becomes part of the public domain other than as a result of disclosure by you, or (ii) is disclosed in accordance with the requirements of law, or any binding judgment, order or requirement of any court or other competent authority. You shall take all measures necessary to cause your employees and agents to be bound by the obligations of confidentiality and use contained in this Section.

B. Nothing in this Agreement shall be construed to limit or negate the law of torts or trade secrets where it provides eCourt Reporters with broader protection than that provided herein. Notwithstanding the foregoing, pursuant to the Defend Trade Secrets Act of 2016, you understand that an individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (i) is made (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (b) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secrets to the attorney and use the trade secret information in the court proceeding if the individual: (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

10. Non-Circumvention and Non-Solicitation.

A. During the time of your use of and access to the Site, and for a period of two years thereafter, you shall not, except through the Site and as otherwise permitted in this Agreement, directly or indirectly, (i) initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertakings with any third party identified or introduced to you through the Site, (ii) induce or attempt to induce any such third party to in any way alter their relationship with eCourt Reporters, or (iii) otherwise circumvent this Agreement.

B. During the time of your use of and access to the Site, and for a period of two years thereafter, you shall not induce or attempt to induce, directly or indirectly, any employee, vendor, service provider, contractor or supplier of eCourt Reporters, or any other provider of any Services, to alter their relationship with eCourt Reporters.

11. Use of Name. You shall not use eCourt Reporters' name, logos, trademarks, patents, copyrighted information or other intellectual property for any purpose whatsoever, including, but not limited to, any advertising, without the express prior written approval of eCourt Reporters, and the same shall at all times remain the sole property of eCourt Reporters.

12. Remedies. You acknowledge that immediate and irreparable damage will result to eCourt Reporters in the event of the breach by you of this Agreement, the extent of which will be difficult to ascertain. In the event of any such breach or threatened breach, eCourt Reporters shall be entitled to all available remedies, including money damages, as well as injunctive relief (without any requirement to post a bond or other security) and such other equitable relief to

prevent or restrain any breach or threatened breach of this Agreement. eCourt Reporters shall further be entitled to recover from you all reasonable attorneys' fees and other expenses and costs eCourt Reporters incurs in enforcing this Agreement or pursuing damages for your breach of this Agreement, including without limitation, all post judgment attorneys' fees and costs of collection. Your obligation to pay such post judgment fees and costs shall not be deemed merged into any judgment related to this Agreement. Each remedy of eCourt Reporters shall be cumulative and not in limitation of any other rights or remedies to which eCourt Reporters is or may be entitled at law or in equity.

13. Termination.

A. Except as otherwise provided herein or as expressly prohibited by law, either you or eCourt Reporters may, upon written notice to the other, terminate your use of and access to the Site at any time, for any or no reason; provided, however, that such termination shall not prejudice or affect in any way the fulfillment of any obligation, right of action or remedy which shall at such date have accrued to either you or eCourt Reporters under this Agreement, or shall accrue thereafter to either you or eCourt Reporters under any judgment or order entered by a court of competent jurisdiction; and further provided that those provisions of this Agreement, which by their nature are intended to survive such termination, including but not limited to, your insurance, indemnification, non-circumvention and non-solicitation obligations, shall continue as valid and enforceable obligations notwithstanding any such termination.

B. Upon such termination, you shall immediately (i) cease holding itself out as an independent contractor of eCourt Reporters, (ii) cease the use of, whether directly or indirectly, eCourt Reporters' name, logos, trademarks, patents, copyrighted information and other intellectual property for any purpose whatsoever, and (iii) return to eCourt Reporters all materials incorporating all such confidential and proprietary information referenced in Section 9, above, and all copies thereof, except for those which may expressly be required to be maintained by you by law.

14. Change of Terms. eCourt Reporters reserves the right to change the terms and conditions of this Agreement at any time, and such amended terms and conditions shall be incorporated herein and effective immediately. eCourt Reporters shall notify you of any such changes to this Agreement, and your continued use of and access to the Site after any such notice shall constitute your consent to such changes.

15. Other Terms and Policies on the Site. eCourt Reporters may, from time to time and without prior notice to you, post other terms of use and policies to the publically viewable portions of the Site. You shall comply with all such terms and policies, and to the extent that any such term or policy provides eCourt Reporters with greater protection than the provisions of this Agreement, such term or policy shall control over any conflicting provisions of this Agreement. To the extent that this Agreement provides eCourt Reporters with greater protection than any other term or policy posted to the Site, the provisions of this Agreement shall control over any such conflicting term or policy.

16. Limitations on Use. Use of the Site is limited to lawful business purposes in compliance with this Agreement. You shall not reverse engineer, dis-assemble, rent, lease, loan, sell, sub-

license, or create derivative works from the Site or Content. You shall not use any network monitoring or discovery software to determine the site architecture, or extract information about usage or users. You shall not use any robot, spider, or other automatic device or manual process to monitor or copy the Site or Content without eCourt Reporters' prior written permission. You shall not copy, download, perform, modify, edit, alter, enhance, reproduce, republish, distribute, display or transmit all or any portion of the Site in any manner, except to the extent expressly permitted by this Agreement. You shall not use or otherwise export or re-export the Site or any portion thereof, the Content or any software available on or through the Site in violation of the export control laws and regulations of the United States of America. Any unauthorized use of the Site or its Content is prohibited.

You are responsible for configuring your information technology, computer programs and platform in order to access the Site. You should use your own virus protection software. You shall not misuse the Site by knowingly introducing viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful. You shall not attempt to gain unauthorized access to our Site, the server on which the Site is stored, or any server, computer or database connected to the Site. You shall not attack the Site via a denial-of-service attack, distributed denial-of-service attack, or any similar attacks.

You may provide links to the Site provided you do so in a fair and legal way. You shall not remove or obscure, by framing, mirroring or otherwise, any portion of the Site. You shall discontinue providing links to the Site if requested by eCourt Reporters. You shall not establish a link in such a way as to suggest any form of association, approval or endorsement on eCourt Reporters' part where none exists. You shall not establish a link to the homepage in any Site. eCourt Reporters reserves the right to withdraw linking permission without notice.

You are responsible for maintaining the confidentiality and security of any user name and password provided to you through the Site, and are you are fully responsible for all of your activities that occur through the Site. You shall notify us immediately in the event you become aware of any breach of security or unauthorized use of the Site.

17. Authority. As used in this Agreement, the terms "you", "your" and "yourself" shall refer to the individual accepting the terms of this Agreement through the Site, and any business (whether in sole proprietorship, partnership, limited liability company, corporate, or other form) owned or operated by, employing or through which such individual provides any Services, as appropriate to the situation. You represent and warrant to eCourt Reporters that you have the necessary authority to enter into this Agreement and bind yourself to its terms.

18. Miscellaneous Provisions. This Agreement shall be construed and governed by the laws of the State of Wisconsin, without regard to principles of conflicts of laws. ANY LEGAL OR EQUITABLE ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT AND ENFORCED EXCLUSIVELY IN ANY FEDERAL OR STATE COURT LOCATED IN (OR WHOSE JURISDICTION COVERS) WALWORTH COUNTY, WISCONSIN, AND YOU HEREBY IRREVOCABLY CONSENT TO THE PERSONAL JURISDICTION OF SUCH COURTS AND WAIVE ALL OBJECTIONS TO JURISDICTION OR VENUE IN ANY SUCH ACTION OR PROCEEDING COMMENCED IN ANY SUCH COURT. This Agreement may not be amended by you without the written consent of eCourt Reporters. If any term or provision of this Agreement or its

application to any person, entity or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and its application shall not be affected and shall be enforceable to the fullest extent permitted by law. No waiver or breach of any covenant, condition, or agreement herein contained shall operate as a waiver of the covenant, condition, or agreement itself, or of any subsequent breach thereof. Because of the unique nature of the relationship between you and eCourt Reporters and the terms of this Agreement, you shall have no right to assign this Agreement or any of your rights or responsibilities hereunder to any third party without the express written consent of eCourt Reporters. This Agreement shall be binding upon and inure to the benefit of you and eCourt Reporters, and your and eCourt Reporters' respective heirs, personal representatives, successors, and permitted assigns.