

All subscribers (both paying and "Free-Trial") must agree to the following terms of use. PLEASE READ THE TERMS CAREFULLY. BY INDICATING YOUR ACCEPTANCE (AS DESIGNATED BELOW) YOU ARE SUBJECT TO THIS TERMS OF USE AGREEMENT.

## Terms of Use Agreement

The services that Evans Ventures, LLC, d/b/a RepAgencyWorks Software ("RepAgencyWorks") provides to you are subject to the following Terms of Use Agreement (the "Agreement"). RepAgencyWorks reserves the right to update the Agreement at any time and you, by continuing use of the site or by logging in to utilize its services, agree to such updates. The most current version of the Agreement can be reviewed by clicking on the "Terms of Use" hypertext links located on our web page found at [www.repagencyworks.com](http://www.repagencyworks.com) (the "Website") and in various places throughout the software once the subscriber has logged in to their account. This Agreement is by and between RepAgencyWorks and the person acknowledging this Agreement (the "Subscriber").

### CONFIDENTIALITY.

RepAgencyWorks is committed to keeping Subscriber's data confidential. We do not sell, rent, or lease our subscription lists or their proprietary data to third parties, and we will not provide your personal information to any third-party individual, government agency, or company at any time unless compelled to do so by law. We will use your e-mail address solely to provide timely information about RepAgencyWorks. RepAgencyWorks will maintain the information you send via e-mail in accordance with applicable federal law.

### TESTIMONIAL DISCLAIMER.

In accordance with FTC guide lines concerning use of endorsements and testimonials in advertising, please note the following: Testimonials appearing on this site are actually received via email, text, audio or video submission. They are individual experiences, reflecting real life experiences of those who have used our product and/or services in some way or another.

### DESCRIPTION OF SERVICE.

RepAgencyWorks is a transaction intermediary engaged in the facilitation of electronic commerce. RepAgencyWorks agrees to provide Subscriber access to its court reporter tracking service (the "Service") which will permit the processing, storage, retrieval, reporting, and transmission of transaction data submitted by Subscriber (the "Subscriber Data") under the terms of use set forth in this Agreement. RepAgencyWorks may change Service features and functionality, as well as the terms of use of this Agreement, from time to time.

### GRANT OF SOFTWARE LICENSE.

RepAgencyWorks hereby grants Subscriber a non-exclusive, non-transferable, limited license to use RepAgencyWorks-owned software accessed by, through or at the Website or otherwise (the "Software") solely in connection with Subscriber's use of the Service. Subscriber shall not, and shall not permit, assist or allow others to, reverse engineer, decompile, disassemble, re-engineer or otherwise discover or recreate or attempt to discover or recreate the Software. Subscriber shall not modify the Software, or sublicense or charge others to use or access the Software, or use the Software for a service bureau, or use the Software in any way not expressly authorized by this Agreement.

This Agreement is not a sale of materials to Subscriber but only a non-exclusive, limited license to use the Software as stated above.

Subscriber acknowledges that ownership of and title in and to all intellectual property rights, including patent, trademark, service mark, copyright, and trade secret rights, in the RepAgencyWorks proprietary information are and

shall remain in RepAgencyWorks. Subscriber acquires only the right to use the RepAgencyWorks proprietary information and does not acquire any ownership rights or title in or to the RepAgencyWorks proprietary information.

SUBSCRIPTION FEES AND CHARGES ("free-trial" members excluded during trial period).

Subscriber's use of the Service may result in fees as will be set forth on the Website and/or as agreed by RepAgencyWorks. The Service fees and charges may be changed by RepAgencyWorks from time to time. Subscriber agrees to pay said fees prior to the term of the Service that is to be rendered. Failure to pay fees may result in the suspension or termination of the Service and the destruction of all Subscriber Data. Subscriber shall be liable for all attorney and collection fees arising from RepAgencyWorks' efforts to collect unpaid balances.

SECURITY.

RepAgencyWorks agrees to exercise reasonable care to prevent any unauthorized person or entity from gaining access to the Subscriber Data. Both parties agree to promptly notify the other of any unauthorized access to or use of Subscriber Data or passwords. Both parties agree to use all reasonable efforts to take remedial measures to rectify any such unauthorized access. RepAgencyWorks shall not be liable for any damages incurred by Subscriber in connection with any unauthorized access to or disclosure of Subscriber Data resulting from the actions of Subscriber, any third party, or from the failure of electronic or other security measures. However, you could be held liable for losses incurred by a party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

HIPAA/HITECH COMPLIANCE.

- 1) All data is stored and backed up in a HIPAA/HITECH compliant colocation facility.
- 2) All data is transmitted using an encrypted transmission protocol.
- 3) RepAgencyWorks has a disaster recovery policy in place.

PROTECTION OF PROPRIETARY INFORMATION.

In order to protect the rights of RepAgencyWorks' proprietary information, Subscriber agrees to take all reasonable steps to protect RepAgencyWorks' Proprietary Information from disclosure to third parties as with its own proprietary and confidential information. Subscriber shall not disclose, provide, or make available any of RepAgencyWorks' proprietary information in any form to any person. "Proprietary Information" is the Software (HTML, ASP, VB Script, and JavaScript), the database (tables, fields, stored procedures, entity-relationships, etc.), any documentation and any complete or partial copies thereof, the way the Software looks and functions, and information reasonably identifiable as the confidential and proprietary information of RepAgencyWorks.

LIMITED WARRANTY.

RepAgencyWorks warrants that the Service shall be provided with reasonable care. EXCEPT FOR THE FOREGOING, REPAGENCYWORKS DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICE PROVIDED HEREUNDER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

NO LIABILITY.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, UNDER NO CIRCUMSTANCES SHALL REPAGENCYWORKS BE LIABLE TO SUBSCRIBER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE GREATER OF TEN DOLLARS (\$10.00) OR THE TOTAL SERVICE FEES PREVIOUSLY PAID BY SUBSCRIBER, OR BE LIABLE IN ANY AMOUNT FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS

ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SERVICES, SOFTWARE, DOCUMENTS, PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR INFORMATION AVAILABLE FROM THE SERVICE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SUBSCRIBER'S SOLE REMEDY UNDER THIS AGREEMENT IS THE TERMINATION OF THE SERVICE.

#### NO UNLAWFUL OR PROHIBITED USE.

As a condition of your use of the Service and Software, you will not use the Service or Software for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Service or Software in any manner that could damage, disable, overburden, or impair any RepAgencyWorks server, or the network(s) connected to any RepAgencyWorks server, or interfere with any other party's use and enjoyment of the Service or Software. You may not attempt to gain unauthorized access to the Service or Software, other accounts, computer systems or networks connected to any RepAgencyWorks server through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Service or Software.

#### VIRUS PROTECTION.

Subscriber understands that RepAgencyWorks does not scan for viruses in any file that Subscriber stores within any part of the RepAgencyWorks system or transmits to a third party from RepAgencyWorks. RepAgencyWorks assumes no responsibility for scanning documents or attachments submitted by Subscriber.

#### INDEMNIFICATION.

Subscriber agrees to indemnify and hold harmless RepAgencyWorks and its affiliates, employees, agents, licensors, successors and assigns from all damages and liability, including reasonable attorneys' fees, incurred by: (a) Subscriber's violation of its obligations under this Agreement, (b) the negligence or willful acts of Subscriber, (c) Subscriber's use of the Software and/or the Service, or (d) the violation by Subscriber of RepAgencyWorks' or any third party's rights, including, but not limited to, privacy rights, other property rights, trade secret, proprietary information, trademark, copyright or patent rights and claims for libel and slander or unfair trade practices in connection with the use or operation of the Service or Software. Subscriber's obligation to indemnify shall survive the expiration or termination of this Agreement by either party for any reason.

#### TERMINATION.

Either party may cancel this agreement at any time. The following obligations will survive the termination of the Agreement for any reason: (a) indemnification; (b) obligations to make payments of amounts that become due under this Agreement before termination; and (c) any other provision hereof where the context of such provision indicates an intent that it shall survive the term or termination of this Agreement.

#### INTERRUPTION OF SERVICE.

Service may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and other similar activities necessary during the operation and upgrade of Service. No reduction of payments will be made in the case of temporary interruption of Service. In no event shall RepAgencyWorks be liable for any damages due to temporary interruption of Service.

RepAgencyWorks will not be liable for interruption or delays in transmission or errors or defects in transmission or failure to transmit when caused by acts of God, fire, water, riots, terrorist acts, war, viruses, acts of Government or any other causes beyond the reasonable control of RepAgencyWorks.

Because Subscriber will access the Service or Software over the public Internet, temporary disruptions of network connectivity will occur from time to time. Internet traffic is usually routed through many different Internet backbone

providers on the way to its destination. RepAgencyWorks will not be liable for interruption or delays in transmission or errors or defects in transmission or failure to transmit when caused by any Internet backbone provider.

#### MISCELLANEOUS.

This Agreement constitutes the entire Agreement between RepAgencyWorks and Subscriber, and expressly supersedes any prior or contemporaneous written or oral agreements between the parties regarding the subject matter hereof, including without limitation any unilateral offer, purchase order or other similar instrument in writing. This Agreement may not be amended, altered or changed except by a written agreement signed by both parties.

In the event that any court having jurisdiction shall determine that any provision contained in the Agreement is unreasonable or unenforceable in any respect, then such provision shall be deemed limited to the extent that such court deems it reasonable and enforceable, and as so limited shall remain in full force and effect. In the event that such court shall deem any such provision wholly unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

This Agreement will be governed by and construed in accordance with Alabama law. The parties agree that any claim, controversy or dispute arising out of or relating to this Agreement shall be settled by final hearing to be conducted by an arbitration tribunal in Birmingham, Alabama in accordance with the commercial arbitration rules of the American Arbitration Association, and the decision of the arbitrator(s) shall be binding; provided that RepAgencyWorks may bring or defend an action (1) involving allegations of personal injury to a third party, or (2) for injunctive or other equitable or extraordinary relief, in a court of law. Subscriber agrees to be bound by the jurisdiction and venue of each state and federal court sitting in Jefferson County, Alabama.

The remedies provided in this Agreement and otherwise at law or in equity are cumulative and not exclusive. The failure by either party to exercise any right or remedy under this Agreement or otherwise available at law or in equity will not be deemed a waiver of any subsequent right or remedy.

RepAgencyWorks may assign or transfer its rights and obligations under this Agreement to third parties. No person or entity who is not a party to this Agreement shall derive any rights whatsoever hereunder as a third party beneficiary of this Agreement.

#### ACCEPTANCE.

The parties acknowledge that they have read the terms of use of this Agreement and hereby agree to be bound by the terms thereof. Each time Subscriber logs into the Service, Subscriber is reaffirming continued acceptance of the Agreement and all amendments thereto.

If you do agree to be bound by the terms and conditions of this Agreement, you will be given specific, nonexclusive rights, listed above, to access, use, and copy online materials in RepAgencyWorks subscription databases.

#### NON-ACCEPTANCE.

If you do not agree to be bound by the terms and conditions of this contract, you will not be allowed to open an account with RepAgencyWorks, you will not be given access to any online subscription databases, and you will not be allowed to use any materials in the subscription databases.

#### UNEXPRESSED RIGHTS.

Any rights not expressly granted herein are reserved.