

## TERMS OF USE AGREEMENT

In exchange for your access to and use of eCourt Reporters, LLC's ("eCourt Reporters") website [www.ecourtreporters.com](http://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. Scope of Use. From time to time, you may schedule and purchase through the Site certain court reporting and/or related services (the "Services") to be provided to you by third parties (the "Service Providers"). The Service Providers are independent contractors, and not employees, of eCourt Reporters, and eCourt Reporters does not warrant any Services Providers' availability to provide any Services to you at any date or time, even if otherwise posted on the Site. eCourt Reporters uses its best efforts to screen all Service Providers using the Site, but does not warrant the competency or qualification of any Service Provider to perform any particular Services. Your choice of Service Providers through the Site is at your own risk.

2. Relationship between the Parties. 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, except as expressly provided herein. Neither you, nor eCourt Reporters, has any fiduciary obligations to the other, or any authority, without the written consent of the other, to bind the other to any contract, representation, understanding, act or deed, affirmation, warranty, or claim.

3. Standards of Use. You shall use the Site in compliance with the following: (i) this Agreement, (ii) the provisions of all applicable federal, state and local laws, and all regulations promulgated thereunder, and (iii) the standards and requirements of all governmental bodies and 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 complete, and shall be kept current, including but not limited to, (i) your personal and professional information, (ii) your credit card and other payment information, and (iii) your orders for the provision of any Services.

5. Schedulings through the Site.

A. Any cancellations to scheduled Services shall only be made by you upon notice to eCourt Reporters and the relevant Service Provider as promptly as possible.

B. All Services provided to you shall be paid for by you at the posted rates. All orders for the Services provided to you shall be billed through eCourt Reporters, and paid by you in full (or charged by eCourt Reporters to your credit card on file) no later than 30 days after the Services are provided to you, after which any unpaid balance shall bear interest at the rate of 1% per month, or the maximum rate allowable by law, until paid in full.

C. Reviews and 'rankings' of various Service Providers may from time to time appear on the Site. The presence of any such reviews or rankings on the Site, whether or not altered or adjusted by eCourt Reporters, does not imply that eCourt Reporters agrees with such reviews or rankings, or considers them to be accurate and reliable. Your reliance on any third party reviews

or rankings posted to the Site is at your own risk.

6. 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 any applicable insurance coverage, 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.

7. DISCLAIMERS. YOUR ACCESS TO AND USE OF THE SITE AND THE SERVICE PROVIDERS, AND YOUR RECEIPT OF ALL SERVICES, IS ON AN “AS IS” AND “WHERE IS” BASIS, WITHOUT ANY WARRANTY. IN ADDITION TO THE OTHER DISCLAIMERS CONTAINED HEREIN, AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ECOURT REPORTERS MAKES NO REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THE SITE, THE SERVICES OR THE SERVICE PROVIDERS, 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 AT ANY TIME SUSPEND, WITHDRAW, DISCONTINUE OR CHANGE ALL OR ANY PART OF THE SITE, AS WELL AS YOUR ACCESS TO AND USE OF THE SITE, THE SERVICES AND THE SERVICES PROVIDERS, 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, THE SERVICES OR THE SERVICE PROVIDERS, 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, THE SERVICES OR THE SERVICE PROVIDERS. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

8. 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 Service Provider introduced to you through the Site, (ii) induce or attempt to induce any such Service Provider 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 vendor, contractor or supplier of eCourt Reporters to in any way alter their relationship with eCourt Reporters.

C. 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 of eCourt Reporters to leave the employ of or otherwise alter their relationship with eCourt Reporters.

9. 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.

10. 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.

11. Termination. 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 payment, indemnification, non-circumvention and non-solicitation obligations, shall continue as valid and enforceable obligations notwithstanding any such termination.

12. 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.

13. 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.

14. 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, sublicense, 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 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.

15. 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 schedules and/or purchases 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.

16. 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.