



Solano County Counsel

Fees Schedule

August 22, 2019

Company Confidential

SUBMISSION INSTRUCTIONS

- Please sign and date where indicated in the agreement
- Please include the project and billing information where indicated in the agreement
- Please return all pages of the agreement to sales representative



Thomson Reuters Elite offers an end-to-end enterprise business management solution that allows law firms and professional services organizations to run all operational aspects of their firms including business development, risk management, client and matter management, and financial management. For over 60 years, we've demonstrated we understand the business and financial aspects of firm operations with proven tools under the 3E, Enterprise, ProLaw, eBillingHub, Enterprise Relationship Management, and MatterSphere brands that streamline processes to increase visibility and workflow efficiency across the organization and provide the flexibility to change and grow your business. For more information, visit www.elite.com.

CUSTOMER AGREEMENT

This Customer Agreement ("Agreement") is entered into this ____ day of _____, 2019 (the "Effective Date"), by and between **West Publishing Corporation** doing business as **Thomson Reuters Elite, a Thomson Reuters business ("Elite")**, with its principal place of business at 800 Corporate Pointe, Suite 150, Culver City, CA 90230 and **Solano County Counsel ("Customer")**, with its principal place of business at 675 Texas Street, Suite 6600, Fairfield, CA 94533-6342. The Agreement consists of the following:

- the General Terms and Conditions posted at <http://www.elite.com/customer-agreement>, which are incorporated herein by reference (the "Terms and Conditions"); and
- the attached Fees Schedule
- the ACP – Hosted ProLaw Addendum

By signing the Agreement in the space provided below, the parties agree to be bound to the terms of the Agreement including the Terms and Conditions incorporated herein by reference, the ProLaw Hosting Services Addendum, the ACP – Hosted ProLaw Addendum and Fees Schedule attached hereto.

Elite

Solano County Counsel

Signature

Signature

David D. Hindt
Name (Print)

Name (Print)

VP Finance-Large Law/Mid-Size Law
Title

Title

Date

Date

Elite Contact Information:

Attn: Contracts
Thomson Reuters Elite
800 Corporate Pointe, Suite 150
Culver City, CA 90230 USA
elite.contracts@thomsonreuters.com

Customer Contact Information:

Project contact and telephone number:

Name:	
Telephone:	
Email:	

Invoices to be addressed to:

Name:	
Telephone:	
Email:	

Customer's Securelink Contact:

Name:	
Telephone:	
Email:	

Solano County Counsel
Fees Schedule
August 22, 2019
("Fees Schedule Date")

Pricing valid until September 30, 2019

License Fees

	Qty	Rate	Total	Annual Maint.
ProLaw Software				
20 Seat License				
ProLaw Enterprise Front Office	20	988	19,760	3,952
Case Management				
DMS Integration ¹				
Document Assembly				
Marketing				
Task Management				
Time Entry				
Conflicts				
ProLaw Reporting				
(powered by Microsoft SQL Reporting Services)				
Elite Mobile ²			N/C	N/C
ProLaw Portal				
ProLaw Portal Server License ³	1	1,000	1,000	200
ProLaw Portal Professional Access License ⁴	20	287	5,740	1,148

License Fees Total 26,500 5,300

Subscription Fees

	Annual Fee	Subscription Term Total
Subscription Term - Years	1	
Westlaw legal calendaring rules		
12-20 Seat License		
Texas - Tier 1:	1,370	1,370
All State and Federal Rules		
71 Rule Sets		

Subscription Fees Total 1,370

Hourly Services - Estimated

	Hours	Rate	Total
Front Office			
Application Training	40	236.00	9,440
Remote Services:			
Project Scoping and Plan Development	40	236.00	9,440
Consulting, Configuration and Setup	96	236.00	22,656

Hourly Services Total **41,536**
Total T&M Hours: 176.0

Fixed Fee Services

	Total
Product Overview	
Front Office - Remote	1,600
ProLaw Portal Services	
Installation of ProLaw Portal - Remote ⁵	1,200

Fixed Fee Services Total **2,800**

Hosting Services Fees - *Estimated*

	Qty	Annual Total	Hosting Term Total
Initial Hosting Term - 1 Year(s)			
Afinety Recurring Fees			
Access License - per user	20	33,360	33,360
Configuration - .5TB of storage and MSSQL		5,940	5,940

Estimated Hosting Services Fees Subtotal **39,300**
Estimated Monthly Hosting Services Fees \$3,275

Hosting Service Fees listed herein are estimated and are subject to change depending upon Customer's actual monthly usage during the term

Hosting Fixed Fee Services

	Qty	Total
Afinity Setup Services (Remote)		
Activation Fee - site	1	2,141
Activation Fee - per user	20	3,980

Estimated Hosting Fixed Fee Services Subtotal **6,121**

System Subtotal		117,627	USD
License Fees	26,500		
Subscription Fees - Year 1	1,370		
Hourly Services	41,536		
Fixed Fee Services	2,800		
<i>Estimated</i> Hosting Services Fees - Year 1	45,421		
Hosting Services Recurring Fees	39,300		
Hosting Fixed Fees	6,121		

Additional Incentives:

Prolaw Discount Incentive for Westlaw	(15,000)
Applied to Fixed Fee Services	(2,800)
Applied to Hourly Services	(12,200)

In the event the number of services hours is materially reduced by the Customer, Elite reserves the right to reduce the discount applied to the remaining hours.

System Total - Less Incentives	102,627	USD
Annual Maintenance Charge Total	5,300	USD

Endnotes

All Software (including Elite Software, Subscription Software, and Third Party Software) and future Updates are provided electronically to Customer with the exception of Microsoft Software which is physically shipped to Customer.

Elite will not provide any software except as expressly listed herein. Any software required to comply with the PSR that is not listed herein, is the responsibility of Customer.

Microsoft is a third party beneficiary of this Agreement to the extent it applies to the license of Microsoft software. Microsoft disclaims all warranties and liabilities (whether direct, indirect, incidental or consequential), to the maximum extent allowed by governing law, arising from the use or installation of a Microsoft product provided hereunder.

Microsoft SQL Server database software is required.

LICENSE FEES

Elite will install and support the Software in configured hardware/software environments, including but not limited to those maintained by Managed Hosting Service Providers ("MHSP"), pursuant to specifications mutually agreed upon by Elite and the Customer. Elite will support functionality within the Software. MHSP responsibilities shall include, but not limited to, its own and any related MHSP hardware and software environment(s), configuration and troubleshooting of MHSP hardware, MHSP performance, MHSP availability and connectivity issues, and any Software issues arising from MHSP and/or applicable MHSP entities.

WESTLAW LEGAL CALENDARING RULES

Elite does not warrant the results produced by Westlaw legal calendaring rules. It is Customer's responsibility to check the results of the Westlaw legal calendaring rules date calculations against the actual court rules.

Elite grants to Customer a non-exclusive, non-transferable, limited license to use, on a year-to-year basis (an "Annual Subscription") beginning on installation, the Westlaw legal calendaring rules as set forth in the attached Software and Fees Schedule, contingent upon the payment of the Annual Subscription Fee set forth in Software and Fees Schedule, for the number of Seats or Timekeepers, as the case may be, identified in Software and Fees Schedule. Elite reserves the right to increase the Annual Subscription Fee for subsequent terms and shall give Customer advance notice of such increase. Such Annual Subscription shall automatically renew for successive one year terms, unless terminated by either party by giving the other party sixty (60) days written notice prior to the end of the existing term. If the Customer's number of Seats or Timekeepers, as the case may be, increases above the limit set forth in attached Software and Fees Schedule during an Annual Subscription period, Customer will be required to pay an increased Annual Subscription Fee to use the Westlaw legal calendaring rules for the balance of the then current Annual Subscription period and thereafter for subsequent renewals.

Except as otherwise expressly set forth in this paragraph, the Westlaw legal calendaring rules shall be subject to the same license and use restrictions set forth in the Agreement with respect to the Software. The Westlaw legal calendaring rules shall be deemed Elite Confidential Information as defined in the Agreement. Maintenance Services for the Westlaw legal calendaring rules are included in the Annual Subscription Fee and shall be provided under the same terms applicable to the Software as set forth in the Maintenance Addendum.

In no event shall Elite's liability to Customer arising out of or related to the licensing, use or performance of the Westlaw legal calendaring rules provided under this agreement, whether based on an action or claim in contract or tort, including negligence, strict liability or warranty, except liability for bodily injury, exceed the Annual Subscription Fee for the year in which the claim arises.

CONVERSION

Conversion services to convert Customer's existing data to the form needed for use with the Software are not included. Elite can provide pricing for such data conversion services on request.

SERVICES

Fees listed herein do not include 1) reimbursable expenses (which are payable according to the terms of the Agreement) or 2) charges for travel time. Customer will only be charged for actual travel time incurred, not to exceed (8) hours per round trip.

Services outside of Elite's Business Hours are available for an additional fee.

The fees listed herein are based upon similar sized Customers and the Software listed in the Fees Schedule. Additional fees may be required depending upon the final implementation of the Software and any other services not provided for under the Agreement. Services beyond Live Operation may require additional project management services as well as consulting/training services. Additional fees not listed herein will be mutually agreed in writing by the parties before provision of such services.

If a consultant is required on site for remote services (defined in the Fees Schedule), Customer will be invoiced for associated reimbursable expenses and travel time.

In the event Customer requests a specific third party resource to perform any portion of the Services outlined in this Fee Schedule, Change Order, or in a Project Document or SOW, then Elite reserves the right to increase the hourly services rate for that resource by 20%. If Customer requires a specific third party resource to perform any portion of the fixed fee services, then Elite reserves the right to increase a pro-rata portion of the fixed fee services by 20%.

Endnotes

The price listed herein is based on a single implementation. Multiple implementation phases are available for an additional charge.

SOFTWARE ACCESS NOTES

Gatekeeper (SecureLink VSN (Virtual Support Network)) (hereinafter “**Gatekeeper**”), which is developed and supported by Securelink, Inc., Inc. (“**Securelink, Inc.**”), is **Elite’s** exclusive method for connecting to Customer (for the provision of any implementation services or maintenance/support services), except as otherwise provided below.

Gatekeeper is provided to Customer by Securelink, Inc. under license. Securelink, Inc. is solely responsible for Gatekeeper. ELITE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO GATEKEEPER. ANY IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.

Should Customer opt not to install Gatekeeper, Elite will connect to **Customer’s** Elite software/subscription using WebEx or a similar tool at no charge to Customer.

SERVER GUIDELINES

Customer is responsible for purchasing all hardware and third party software required to run the Software. At Customer's request, Elite will discuss hardware specifications with Customer's third party hardware vendor.

EXPLICIT ENDNOTES

- 1 ProLaw application integration information is available through Elite at: <http://www.elite.com/prolaw/application-integration/>.
- 2 References to specific product names (e.g., ProLaw Mobile), shall mean the Elite Mobile application. Elite Mobile requirements are contained in **Product Systems Requirements. This document is available from Customer’s Elite Sales Representative.**
Customer is responsible for the security of Mobile and the database accessed by the Elite Mobile Server, including any connections to such server and/or database from a mobile device running Elite Mobile. For ongoing use of Mobile, Customer must continue to subscribe to Maintenance Services.
For users encountering issues with the Mobile application, preliminary troubleshooting on the device(s) must be initially performed by **Customer’s IT staff prior to contacting Support. Access to the Mobile application support is limited to Customer’s IT staff.**
- 3 ProLaw Portal Server License will allow Customer to install the ProLaw Portal and connect to one ProLaw database. Includes one Named User license.
- 4 ProLaw Portal Professional Access License - Named User - provides full (read and update) Portal access and can only be used by Customer's employees.
- 5 Fixed fee services include up to 6 hours. Should the project require additional hours, the Customer will be billed at Elite's current hourly rate. Additional hours will be billed monthly as incurred.

Payment Terms

Pricing listed herein is exclusive of taxes and duties which will be determined at time of sale.

Invoices - Customer will receive invoices based on the below terms. Depending on the product and the taxable jurisdiction, applicable taxes may be included. Exception and direct pay tax certificates should be provided with the signed agreement.

Prepayments - Payments made prior to invoices being generated should be avoided, unless agreed upon in advance. Contact the EliteCustomer.CareTeam@ThomsonReuters.com.

All invoices are due thirty (30) days from date of receipt of invoice.

License Fees

100% of the License Fees will be invoiced upon the Effective Date.

Annual Maintenance Charge

Invoiced upon Installation.

Westlaw legal calendaring rules

100% of the annual Subscription Fee for the first year will be invoiced upon the start of the Initial Term. For subsequent years, the annual Subscription Fee shall be invoiced annually in advance.

Initial Term Starts ninety (90) days from the Effective Date or upon Live Operation, whichever is earlier.

Conversion

50% will be invoiced upon the Effective Date.

25% invoiced upon completion of 1st test conversion.

25% invoiced upon completion of final conversion.

Fixed Fee Services

50% will be invoiced upon the Effective Date.

50% invoiced upon completion of Services.

Hourly Service Fees

Invoiced monthly as performed.

Hosting

Recurring Services Fees

Invoiced monthly upon start of Hosting Services Term.

Hosting Services Term Starts ninety (90) days from the Effective Date or upon Live Operation, whichever is earlier.

Payment Terms

Fixed Fee Services

50% will be invoiced upon the Effective Date.

50% invoiced upon completion of Services.

All reimbursable costs will be invoiced monthly from Elite.

If Customer cancels a service date less than ten (10) days prior to its scheduled date, any non-refundable travel expenses associated with such cancellation will be charged to Customer.

Service dates that are cancelled by Customer less than ten (10) business days prior to its scheduled date will be invoiced to Customer at 50% of Elite's price.

Should Customer delay their Services one (1) year beyond original project plan, Elite reserves the right to adjust Customer's Service Fees to Elite's then current service rate.

Customer Service Agreement

ACP – Hosted ProLaw Addendum



1. **SCOPE OF ADDENDUM:** This ACP – Hosted ProLaw Addendum is part of the Customer Agreement between the parties which is incorporated as if fully set forth herein. Any capitalized terms not otherwise defined in this Addendum shall have the meaning assigned in the Customer Agreement.
2. **PARTIES.** Customer engages Afinety, Inc. ("Afinety"), as an independent contractor, to provide computer system & software service, support and/or monitoring and related services, ("Services") in accordance with the terms of this Customer Service Agreement ("Agreement"). Afinety agrees to perform such Services in accordance with the scope of work authorized by the Customer.
3. **TERM.** This Agreement is effective as of the **Customer Agreement Effective Date** and will remain in effect until terminated in accordance with the terms of this Agreement ("Term").
4. **AUTHORIZED INDIVIDUALS.** Service can only be requested by the following individuals: _____ and/or any full time employee. Afinety will have the right to select which technician it deems qualified to perform the services required under this Agreement or as otherwise requested by Customer. Customer will have the right to reasonably request a change of the Afinety technician assigned to perform the services under this Agreement, which Afinety will attempt to accommodate.
5. **SERVICE RATES –** For items not covered by Premium Service plans or ACP Unlimited Support, Customer will pay Afinety **\$210** per hour for computer service & support work during Standard Business Hours (5:30 am PST to 5:30 pm PST, Monday through Friday, not including holidays). Customer will pay Afinety **\$210** per hour for scheduled work performed at anytime after 6:00 p.m. PST Monday through Friday, on weekends and holidays. On-site service visits are invoiced in 6-minute increments, minimum 2-hours. Remote telephone service support/calls and Monitoring repair service are invoiced in 6-minute increments, subject to Section 7 below.
6. **SERVICE RATES – Emergency.** Customer will pay Afinety **\$315** per hour for unscheduled emergency services that are requested during Non-Standard Business Hours (5:30 pm PST to 8:30 am PST Monday to Friday, weekends, and holidays). Please call 310-339-6056, an on call technician will be paged, and generally will return the call within 90 minutes. On-site emergency service visits are invoiced in 1-hour increments, with a 2 hour minimum.
7. **TRAVEL/PARKING –** Afinety will whenever possible use local resources to resolve any issues that require an on-site visit. In the event that an Afinety specialist is required from another area, the Customer agrees to pay for all direct travel and travel related expenses incurred by the specialist, including but not limited to air fare, taxi, rental car & related items. Parking is always paid by the Customer and may be done via validations or can be included in Customer bill.
8. **WARRANTY.** AFINETY WARRANTS THAT ALL SERVICES WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER. AFINETY WILL PERFORM THE SERVICES REQUESTED OF CUSTOMER UNDER CUSTOMER'S REASONABLE DIRECTION WHERE REQUIRED. EXCEPT AS SET FORTH HEREIN, AFINETY MAKES NO OTHER WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED.
9. **LIMITATION OF LIABILITY.** IF ANY SERVICE PERFORMED BY AFINETY RESULTS IN DAMAGE TO CUSTOMER'S SYSTEMS OR EQUIPMENT, AFINETY'S LIABILITY WILL BE LIMITED SOLELY TO THE COST TO REPAIR OR REPLACE (AT AFINETY'S SOLE AND ABSOLUTE DISCRETION) THE DAMAGED SYSTEMS OR EQUIPMENT. NO OBLIGATIONS OR LIABILITY SHALL ARISE OUT OF AFINETY'S RENDERING OF TECHNICAL OR OTHER ADVICE IN CONNECTION WITH SERVICES RENDERED HEREUNDER. AFINETY STRONGLY RECOMMENDS THAT CUSTOMER BACKUP ALL DATA BEFORE MAKING ANY CHANGES TO EQUIPMENT OR SYSTEMS, WHICH MIGHT AFFECT SUCH DATA. AFINETY WILL NOT BE RESPONSIBLE FOR LOST OR DAMAGED DATA IN THE EVENT THAT SAME IS NOT BACKED UP ON A REGULAR BASIS BY CUSTOMER OR PRIOR TO ANY SERVICES TO BE PROVIDED BY AFINETY TO CUSTOMER. SERVER BACKUPS ARE THE SOLE AND ABSOLUTE RESPONSIBILITY OF THE CUSTOMER. CUSTOMER UNDERSTANDS THAT THERE ARE MANY FACTORS BEYOND THE CONTROL OF AFINETY, WHICH CAN CAUSE LOSS OF DATA, AND AFINETY IS NOT RESPONSIBLE FOR ANY LOSS OF DATA, IRRESPECTIVE OF THE MANNER IN WHICH SAID DATA WAS LOST OR DESTROYED. CUSTOMER WILL HOLD AFINETY HARMLESS FROM ALL DAMAGES, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) AND OTHER COSTS OR LIABILITIES RESULTING FROM ANY SUCH LIABILITY FOR LOST OR DESTROYED DATA. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, AND EXCEPT AS SPECIFICALLY OTHERWISE SET FORTH ABOVE, AFINETY'S TOTAL LIABILITY UNDER THIS AGREEMENT, FROM ALL CLAIMS AND CAUSES OF ACTION UNDER ALL THEORIES OF LIABILITY, WILL BE LIMITED TO THE PAYMENTS ACTUALLY RECEIVED BY AFINETY FROM THE CUSTOMER FOR THE EVENT GIVING RISE TO ANY CLAIM OR LIABILITY. FOR A VALID CLAIM, THE CUSTOMER AGREES TO REPORT SUCH AND EVENT AND SUBMIT THE CLAIM WITHIN 30 DAYS OF ITS OCCURRENCE. THE EVENT SHALL BE DEFINED BY IDENTIFYING THE SPECIFIC LINE ITEMS ON AN INVOICE THAT HAVE CAUSED THE REPORTED CLAIM. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR LOSS OF GOODWILL, OR THE COSTS OF PROCURING SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR OPERATION OF THE SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON BREACH OR CONTRACT, BREACH OR WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
10. **BINDING NATURE OF AGREEMENT.** This Agreement shall be binding and inure to the benefit of Afinety and its successors and assigns and binding upon Customer and its successors and assigns. This Agreement may not be modified except by a written instrument signed by all parties.
11. **TERMINATION.** Either party may terminate this Agreement at any time and for any reason by providing 30 days prior written notice. If Customer cancels or terminates this Agreement, any amounts that have been prepaid as a retainer for service of Afinety will remain on account for the benefit of Customer for a maximum period of one (1) year from the date of termination or cancellation or until the funds have been completely exhausted. In the event that the funds are not exhausted within said one (1) year period they shall be forfeited to Afinety and Afinety shall have no obligation to account to Customer or refund any money to Customer. In the event that Afinety cancels or terminates this Agreement prior to its expiration, and credit balance will be refunded to Customer.
12. **CONFIDENTIALITY.** Afinety and Customer mutually agree to consider and hold all matters relating to Customer's and Afinety's business in strict confidence and shall not disclose same without the prior written consent of the other. Notwithstanding the foregoing, Afinety shall be permitted to disclose that it has performed work for Customer, including the general nature of the work performed.
13. **DISPUTES.** Any disputes between the parties less than \$5,000 shall be resolved in small claims court in the County of Los Angeles. Any disputes in excess of \$5,000 shall be settled by a mutually agreeable dispute resolution provider, in Los Angeles, through their established procedures, which shall be binding on the parties. If the parties cannot agree on a provider, then the party filing the arbitration proceeding shall be entitled to choose the dispute resolution provider, such as ARC, ADR Services, or JAMS, except the American Arbitration Association ("AAA"). Judgment upon the award rendered by the arbitrator(s) may be entered by any court of competent jurisdiction. The costs of arbitration shall be borne equally by the parties with each party responsible for his or its own attorneys' fees. The arbitrator(s) shall have the authority to determine all issues of arbitrability. The arbitrator(s) may not award punitive or exemplary damages. The parties hereby waive all rights to such damages and to trial by jury.
14. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Customer consents to in personam jurisdiction of all courts, whether State or Federal, in the County of Los Angeles, State of California.
15. **FORCE MAJEURE.** No Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or [telephone service]. Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated."
16. **PAYMENT TERMS.** Disputed Invoices must be reported within 30 days of Invoice Date. Outstanding Invoices older than 30 days shall accrue interest at 12% per annum. In the event Customer fails or refuses to pay any invoice for 45 days or more, Afinety may cease all further work and all ACP – Hosted ProLaw Services until such time as payment in full is received.
17. **ATTORNEY FEES AND COSTS.** In the event any party to this Agreement brings suit to enforce any provision of this Agreement or is required to defend any action the defense to which is any provision of this Agreement, the unsuccessful party agrees to pay the successful party all costs and reasonable attorneys' fees as determined by the Arbitrator.
18. **NON SOLICITATION.** During the Term of this Agreement and for one (1) year thereafter, Customer and Afinety mutually agree not to solicit for employment the other's employees. It is further agreed that if either firm does hire an employee or representative of the other, that the hiring party will pay the other as liquidated damages the sum of \$50,000, which amount the parties agree is fair and reasonable under the circumstances, since damages are difficult to adequately determine.

Customer Service Agreement

ACP – Hosted ProLaw Addendum

Afinety Cloud Platform (ACP) – Hosted ProLaw

19. Afinety Cloud Platform ("ACP") is provided in partnership with Amazon Web Services ("AWS").
- Customer understands that AWS is fully supported directly by Amazon. If any or all of AWS is disabled, Afinety has no liability or responsibility.
 - Afinety is in no way responsible for any aspect of AWS or its related services.
 - Customer understands that from time to time AWS may become unavailable for system maintenance. Afinety will do its best to provide Customer with as much advance notice of these maintenance outages, but is not responsible for continuity during these events.
 - By checking this box ☒ you agree to the AWS Customer License Terms (EULA) available on the Afinety web site or via: <http://afinety.com/wp-content/uploads/2016/02/AWSResellerCustomerLicenseTerms-June-2014.pdf>
 - Customer understands that the amount of storage in use will change over time. Once the remaining allocated storage falls below 10%, Afinety will automatically increase the Customer's storage by 500GB. The Customer will be billed for that increase on the next billing cycle.
20. The Afinety Cloud Platform (ACP- Hosted ProLaw) includes full system snapshot replication. The Customer's system is replicated multiple times per day at the AWS region selected for the Customer. Note, this is not a system file level backup but a point in time snapshot of the system. As stated in item #9 CUSTOMER is responsible for the integrity of the data. The Customer may optionally replicate the system to a separate geographic location in the AWS cloud if desired for an additional fee. Check here if the firm wishes to include this option []
21. Unlimited Cloud support is included within the Afinety Cloud Platform (ACP – Hosted ProLaw) with the following exceptions:
- User additions, changes, reductions are all billed at \$199.00 per user transaction.
 - No local support is included but can be added under one of the options below.
 - Service is provided Monday through Friday remotely and onsite from 8:30am to 5:30pm in the Customer's time zone. Service requests outside of this time will be taken as Emergency Support and Emergency Service Rates will apply.
 - Any "new" addition to the system is not covered
 - Any software customizations such as Macro changes are not covered
 - Formal training is not covered
 - Customer Supplied software application upgrades (Court rules, legal solutions, jury instructions, etc.) are not included. We have no control over the effect of these updates on the system or other applications.