

## **CCLR, INC. TERMS OF SERVICE**

Center City Legal Reproductions, Inc. (“CCLR”) provides its online services to visitors to our website at [www.cclrinc.com](http://www.cclrinc.com) and any derivative, co-branded or successor site as CCLR may make available from time to time (“CCLR Website”). This Terms of Service Agreement (the “Agreement”) sets forth the terms and conditions that govern your use of the CCLR Website and the purchase of the Services, including any alpha, beta or “Pre-Release Software” or modules (as defined herein). CCLR reserves the right, at any time and at its sole discretion, to update, revise or otherwise modify the terms and conditions of the Agreement without notice to you. By accessing or using the CCLR Website, you are agreeing that you have read and accept the following terms and conditions. If you do not agree to any of these terms and conditions, please do not use the CCLR Website.

1. DESCRIPTION OF CCLR TECHNOLOGY. CCLR provides visitors to the CCLR Website with access to its online services and the Content (as defined herein) (along with all related intellectual property rights and certain “Pre-Release Software” or modules, including but not limited to CCLR’s Case Management System (collectively, the “CCLR Technology”). When using the CCLR Website and any of its modules or enhancements, you may request certain specific services to be performed for you by CCLR (the “Services”).
2. REGISTRATION AND YOUR OBLIGATIONS. You may be asked to register or provide certain information in connection with your use of the CCLR Technology. You agree to provide true, accurate, current and complete information about you as prompted by the CCLR Technology and other application forms and registration forms (such information being the “Registration Data”). If you provide any Registration Data that is untrue, inaccurate, not current or incomplete, or CCLR has reasonable grounds to suspect that such Registration Data is untrue, inaccurate, not current or incomplete, CCLR has the right to suspend or terminate your access to and use of the CCLR Technology and refuse any and all current or future use of the CCLR Technology or any portion thereof.
3. PASSWORDS AND YOUR OBLIGATIONS. To access and use certain online services on the CCLR Website and to request the Services, you may be required to create an account and to select a unique user name and password in order to be able to access your account and to use the CCLR Technology. You are solely responsible for the activity that occurs on your account, including any uploads of Third Party Information (as defined herein) and User Submittals (as defined herein) and any purchase facilitated through the use thereof, whether or not in fact authorized by you. You are responsible for maintaining the confidentiality and security of your user name and password. If you have any reason to believe that there has been a breach of security regarding your user name or password, including without limitation, unauthorized use of your username or password, you must promptly notify CCLR in writing and change your password on the CCLR Website.

4. **USER SUBMITTALS.** In connection with your use of the CCLR Technology and your request for the Services, including certain Pre-Release Software or modules, you may provide submittals to the CCLR Technology, including without limitation, names, addresses and other information about third parties that are the subject of the Services that you desire that CCLR to provide to you ("Third Party Information"). IN CONNECTION WITH SUCH THIRD PARTY INFORMATION, YOU REPRESENT AND WARRANT THAT: (I) YOUR SUBMITTAL OF SUCH THIRD PARTY INFORMATION IS IN COMPLIANCE ANY AND ALL APPLICABLE LAWS, STATUTES, REGULATIONS AND RULES, INCLUDING WITHOUT LIMITATION, THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, AS AMENDED, AND (II) THE SERVICES YOU HAVE REQUESTED FROM CCLR IN CONNECTION WITH SUCH THIRD PARTY INFORMATION ARE SOLELY REGARDING YOUR SUBPOENA, DISCOVERY REQUEST OR OTHER LAWFUL PROCESS. Subject to the terms and conditions set forth herein, you hereby grant to CCLR a royalty-free, non-exclusive license to use, reproduce, create derivative works from, modify and distribute the Third Party Information solely in connection with the Services under this Agreement. In connection with your use of the CCLR Technology or Pre-Release Software or modules, you may also provide contributions to, and feedback and suggestions about, the CCLR Technology, including without limitation, comments, suggestions, feedback, notes, messages, ideas, suggestions or other communications (collectively, the "User Submittals"). You shall be solely responsible for your User Submittals and the consequences of submitting them to CCLR. In connection with your User Submittals, you represent and warrant that: (i) you own or have the necessary licenses and other rights to use and authorize CCLR to use the User Submittals, and the associated patent, trademark, copyright, trade secret and other intellectual property and proprietary rights in and to the User Submittals, in connection with the CCLR Website and this Agreement; and (ii) you have the written consent, release and/or permission of each identifiable individual person in the User Submittal to use the name and likeness of such identifiable individual person to enable the inclusion and use of the User Submittal on the CCLR Website in accordance with this Agreement. Subject to the terms and conditions set forth herein, you hereby grant to CCLR a royalty-free, perpetual, irrevocable, non-exclusive license to use, reproduce, sub-license through multiple tiers of sublicensees, create derivative works from, modify, publish, edit, translate, distribute, and publicly perform, execute, and display the User Submittal and any related intellectual property rights in any media or medium, or any form, format, or forum now known or hereafter developed for any legal purposes whatsoever.
5. **ACCESS TO THE CCLR TECHNOLOGY.** You shall be responsible for obtaining access to the CCLR Technology and any Pre-Release Software or modules of CCLR and for all equipment necessary to access the CCLR Technology and you acknowledge that obtaining the foregoing may involve third-party fees (such as internet service provider or airtime charges). You are responsible for all charges associated with connecting you to the CCLR Technology, including, without limitation, all telephone, equipment, airtime and internet service provider charges. Notwithstanding the foregoing, CCLR may, at its sole discretion, provide free of charge access to the CCLR Technology to its employees and/or independent contractors.

6. **USE OF THE CCLR TECHNOLOGY.** During the term of this Agreement and subject to the terms and conditions set forth herein, CCLR grants you a non-transferable, non-exclusive and non-sublicensable right and license to use the CCLR Technology and its enhancements and modules solely for your immediate business use. Except as otherwise set forth herein, you agree not to: (i) reverse engineer, decompile, reverse compile, translate, adapt, or disassemble or otherwise access the CCLR Technology, or any part thereof; (ii) copy, download or save the CCLR Technology, or any part thereof, in any form, except as explicitly permitted herein; (iii) publish, display, disclose, sell, rent, lease, modify, store, loan, distribute, co-brand, frame, permit third parties to link to, or create compilations or derivative works of the CCLR Technology, or any part thereof; (iv) assign, sublicense, convey, transfer, pledge as security or otherwise encumber the rights and licenses granted hereunder; (v) use the CCLR Technology in any fashion that may infringe any patent, copyright, trademark, trade secret or any other intellectual property or proprietary rights of CCLR, its third party suppliers or any other third party, or (vi) remove any copyright, trademark, patent or other intellectual property notices in connection with the CCLR Technology. You agree not to access the CCLR Technology by any means other than through the interface that is provided by CCLR for use in accessing the CCLR Technology. Any other use of the CCLR Technology other than as expressly set forth herein without CCLR' prior written consent, which may be withheld in CCLR' sole and absolute discretion, is strictly prohibited and all implied licenses are disclaimed.
7. **FEES AND PAYMENT.** You agree to pay for the Services that you request via the CCLR Website in accordance with CCLR' then-current fee schedule. CCLR shall invoice you for such fees due from you under the Agreement. Except as otherwise set forth herein, payment terms for all fees shall be net thirty (30) days after receipt of invoice. All payments of the fees for such Services are payable in United States Dollars. CCLR may reasonably increase the applicable fees for the Services under this Agreement at any time without notice. Charges will be assessed on past due amounts as follows: (i) a late charge at a rate equal to the lesser of two percent (2.0%) each month or the highest rate permitted by applicable law and (ii) reasonable collection costs and expenses, including attorneys' fees and court costs. CCLR will bill for service rendered at 180 days from the issuance date and start the whole entire process over again in sending out reminders and making additional phone calls for providers that are still ACTIVE. Active means that CCLR has not procured the records and the provider is being uncooperative. When ordering records as opposing counsel (Plaintiff and/or Co-defense) you agree to pay the Copy Fees/Per Location Cost listed on the counsel return page. You also acknowledge that CCLR does not offer a prepayment threshold for opposing counsel copies.
8. **LINKS TO OTHER SITES.** Visitors to the CCLR Website should be aware that when they are on the CCLR Website, they could be directed to other web sites that are beyond our control. There may be several links to other web sites from the CCLR Website pages that take you outside our service. CCLR has no control over these web sites and is not responsible or liable for the policies, actions or content of such web sites. These web sites are linked only for your convenience, and you access them at your own risk. We encourage you to review the terms of service and privacy policies available at these other web sites. CCLR is not responsible for, and expressly disclaims all liability for, damages of any kind arising out of or relating to any use, reference to or reliance on such information and any other dealings with such third parties.

9. **CONTENT.** You acknowledge and agree that CCLR is not responsible for pre-screening any data, information or other content (collectively, the “Content”) that is placed on the CCLR Website by any party other than CCLR, and you shall not rely on CCLR to ensure that such Content is accurate, complete, current, or in compliance with any rule, regulation or law. CCLR shall have the right, but not the obligation, to refuse, edit or remove any Content that CCLR, in its sole discretion and without prior notice, considers to be harmful, illegal, misleading, libelous or threatening material, offensive sexual, racial or gender related material, or otherwise offensive, disruptive or inappropriate material, or otherwise in violation of this Agreement. You acknowledge and agree that CCLR may preserve any Content and may also disclose any Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; or (d) protect the rights, property, or personal safety of CCLR, its users and the public.
10. **INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS.** You acknowledge and agree that the CCLR Technology and any necessary technology used in connection with the CCLR Technology are protected by applicable intellectual property rights and laws, including without limitation, copyrights, trademarks, service marks, patents or other proprietary rights and laws. The compilation of all Content on the CCLR Website is the exclusive property of CCLR and is protected by U.S. and international copyright laws. The “look and feel” of the CCLR Website, meaning, the structure, sequence and layout of the audiovisual components of the CCLR Website as perceived by you, including, but not limited to, the color combinations, button shapes, and all other graphical and navigational elements, the design for which was dictated by artistic and aesthetic considerations and not by utilitarian or mechanical ones, are also proprietary to CCLR and fully protected under U.S. and international copyright and trademark laws. CCLR’ name and logo, and all related product and service names, design marks and slogans are the trademarks, service marks or registered trademarks of CCLR and may not be used or modified in any manner without the prior written consent of CCLR.
11. **TERMINATION.** You agree that CCLR, at its sole discretion, may terminate the Services and your access to and use of the CCLR Technology or any Pre-Release Software or modules or enhancements, at any time and for any reason whatsoever, including without limitation, for lack of use or if CCLR believes, in its sole discretion, that you have violated or acted inconsistently with the terms and conditions of this Agreement. CCLR reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the CCLR Technology (or any part thereof) and the Services with or without notice. You agree that CCLR shall not be liable to you or to any third party for any modification, suspension or discontinuance.
12. **REPRESENTATIONS.** You represent and warrant to CCLR that: (i) you are at least 18 years old; (ii) in the event you are an entity, you have the full right, power and authority to enter into this Agreement on behalf of such entity; (iii) the performance by you of your obligations and duties hereunder, do not and will not violate any agreement to which you are a party or by which you are otherwise bound; (iv) the Registration Data, the Third Party Information and the User Submittals do not infringe the intellectual property or proprietary rights, including without limitation, patents, copyrights, trademarks and trade secrets, of any third party; (v) the

Registration Data and your use of the CCLR Technology comply in all respects with all applicable laws, statutes, regulations, ordinances and other rules; (vi) you will not submit any material that may disrupt or interfere with the hardware or software operating the CCLR Technology; and (vii) the Registration Data, the Third Party Information and the User Submittals are truthful and accurate.

13. CONFIDENTIALITY. At all times during the term of this Agreement and at all times thereafter, each party shall keep confidential and not disclose, directly or indirectly, and shall not use for the benefit of itself or any other third party any Confidential Information of the other party except that each party may disclose Confidential Information of other party to its employees and subcontractors to the extent necessary to enable each party to exercise its rights hereunder. "Confidential Information" means any trade secrets or information whether in written, digital, oral or other form which is confidential or proprietary to the disclosing party, including, but not limited to, customer lists, financial information, business methods and processes, third party medical records and any other materials or information related to any aspect of the business or activities of the disclosing party which are not generally known to others engaged in similar businesses or activities. Either party's failure to mark any Confidential Information as confidential, proprietary or otherwise shall not affect its status as Confidential Information hereunder. Notwithstanding the foregoing, Confidential Information does not include information which: (i) was publicly known or generally known within the trade at the time of disclosure; (ii) becomes public knowledge or generally known within the trade without breach of this Agreement by either party or any of its directors, officers or employees; (iii) was information already known by the receiving party at the time of disclosure without a duty of confidentiality, or information independently developed by the receiving party's personnel who did not have access to the information disclosed by the disclosing party; (iv) is required to be disclosed by law; or (v) is obtained by a party, its officers or employees from third parties who are under no obligation of confidentiality with respect to the information. If the receiving party is required to disclose any Confidential Information by a court order or other specific governmental action, the receiving party may comply with such disclosure requirement, unless the disclosing party, at its own expense, is successful in having the effect of such requirement stayed pending an appeal or further review thereof, or revised, rescinded or otherwise nullified. In all events, the receiving party agrees to notify the disclosing party promptly if at any time a request or demand of any kind is made to the receiving party to disclose any of the Confidential Information. The disclosing party shall have the right, at its cost, to intervene in any proceeding in which the receiving party is being asked to disclose any of the Confidential Information.
  
14. Annual Updates will be made to letter of representation/authorization agreement on the date line. This document is needed to fulfill record requests via authorization/subpoena. We ask that you please reach out to CCLR via email at [sales@cclrinc.com](mailto:sales@cclrinc.com) if you do not want this process followed or if you want your firm to date the letter of representation/authorization agreement annually.

15. INDEMNITY. You agree to indemnify, defend and hold harmless CCLR, its employees, directors, officers, agents and its affiliates and suppliers from any claim or demand, including reasonable attorneys' fees, made by any third party arising out of or resulting from this Agreement or the CCLR Technology including, but not limited to: (i) your breach of any representations, warranties or covenants set forth herein; (ii) your use of the CCLR Technology, including any beta software services; (iii) damage caused to any third party by the submittal of the Third Party Information and/or the User Submittals, including erroneous use or transmission of Confidential Information to third parties through the use of the Pre-Release software modules intended the mark the document as redacted or confidential or (iv) your violation of any rights of any third party, including without limitation, any trademark, copyright, patent, trade secret or other intellectual property or proprietary rights. The provisions of this Section shall survive the termination of this Agreement and your access to the CCLR Website.
16. DISCLAIMER OF WARRANTIES. THE CCLR TECHNOLOGY AND THE SERVICES, INCLUDING ANY BETA OR PRE-RELEASE SOFTWARE MODULES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND YOU AGREE THAT YOUR USE OF THE CCLR TECHNOLOGY AND THE SERVICES SHALL BE AT YOUR SOLE RISK. "PRE-RELEASE SOFTWARE MEANS THE PRE-RELEASE VERSION OF ANY NEW OR MODIFIED CCLR PRODUCT, SERVICE OR TECHNOLOGY IDENTIFIED ON THE CCLR HOME PAGE OR MODULE WHETHER LABELED AS ALPHA, BETA, PRE-RELEASE, PREVIEW OR OTHERWISE, PROVIDED TO YOU BY CCLR UNDER THIS AGREEMENT. PRE-RELEASE SOFTWARE MAY INCLUDE ANY ENHANCEMENTS, UPDATES, UPGRADES, DERIVATIVES, OR BUG FIXES TO SUCH PRODUCT, SERVICE OR TECHNOLOGY AND ANY DOCUMENTATION, ADD-ONS, TEMPLATES, OR HARDWARE DEVICES AS PROVIDED BY CCLR. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CCLR, ITS AFFILIATES AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED, STATUTORY OR COMMON LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, TITLE AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CCLR, ITS AFFILIATES AND ITS SUPPLIERS MAKE NO WARRANTY THAT (I) THE CCLR TECHNOLOGY AND THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE CCLR TECHNOLOGY WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) ANY ERRORS IN THE CCLR TECHNOLOGY WILL BE CORRECTED, AND (IV) THE CCLR TECHNOLOGY WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY YOU THROUGH THE USE OF THE CCLR TECHNOLOGY IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA OR PERSONAL INJURY OR PROPERTY DAMAGE THAT RESULTS FROM THE DOWNLOADING OF ANY SUCH MATERIAL.
17. LIMITATION OF LIABILITY. YOU EXPRESSLY UNDERSTAND AND AGREE THAT CCLR, ITS AFFILIATES AND ITS SUPPLIERS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY

FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE CONSEQUENTIAL OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, CONTENT, USER SUBMITTALS OR OTHER INTANGIBLE LOSSES, EVEN IF CCLR, ITS OFFICERS, EMPLOYEES, AGENTS, AFFILIATES AND/OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT CCLR'S, ITS AFFILIATES' AND ITS SUPPLIERS' CUMULATIVE LIABILITY TO YOU OR ANY

THIRD PARTY UNDER THIS AGREEMENT SHALL NOT EXCEED ONE THOUSAND DOLLARS U.S. (\$1,000.00 U.S.).

18. **COPYRIGHTS.** If you believe that you have any right, title or interest in or to any materials or other information, including without limitation, data, images, video or any other information, and/or any intellectual property rights thereof (the "IP"), that is located within the CCLR Technology without your prior consent, please provide to CCLR the following: (i) a description of such IP; (ii) details of where such IP is located within the CCLR Technology; (iii) your name, address, telephone number and email address; and (iv) a statement executed by you that the information provided regarding such IP is truthful and accurate, that you have right, title or interest in or to such IP, and that you have a good faith belief that such IP is located within the CCLR Technology without your prior consent.
19. **DEEP LINKS; SPIDERING.** You shall not "deep-link" to the CCLR Website, meaning that you will not create, post, display, publish or distribute any link to any page other than the front (home) page of the CCLR Website, for any purpose, unless specifically authorized in writing by CCLR. Notwithstanding the foregoing, CCLR permits you to link to materials on the CCLR website for your internal business purposes only. The use of any tools, programs, robotic algorithms or products to automatically download or "spider" the CCLR Website or any of the pages of the CCLR Website is expressly prohibited and infringes on CCLR' intellectual property rights.
20. **GOVERNING LAW.** BY ACCESSING THE CCLR TECHNOLOGY AND ALL SOFTWARE MODULES THEREIN, YOU AND CCLR EACH AGREE THAT THIS AGREEMENT AND THE RELATIONSHIP BETWEEN YOU AND CCLR SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA OF THE UNITED STATES OF AMERICA, WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS AND WITHOUT APPLICATION OF THE PENNSYLVANIA UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT. YOU AND CCLR AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE AND/OR FEDERAL COURTS LOCATED WITHIN THE CITY OF PHILADELPHIA IN THE COMMONWEALTH OF PENNSYLVANIA WITH RESPECT TO ANY DISPUTE RELATED TO THIS AGREEMENT.
21. **ORDER OF PRECEDENCE.** This Agreement governs your use of the CCLR Website and access to the CCLR Technology and the Services, including any Pre-Release Software or

modules or enhancements, whether in alpha, beta, or preview mode. This Agreement does not modify, alter or amend any other agreement you have entered or will enter into with CCLR or any of its related or affiliated entities. To the extent that any provision of this Agreement or any supplemental agreement offered as any part of any registration for use of additional CCLR Technology and/or additional Services conflicts with any provision of your other agreements with CCLR or any of its related or affiliated entities, the terms of such other agreement shall, as to the subject matter of that other agreement, take precedence over the conflicting term(s) of this Agreement.

22. GENERAL INFORMATION. This Agreement constitutes the entire agreement between you and CCLR with respect to the subject matter herein and governs your use of the CCLR Technology, including any Pre-Release Software or modules or enhancements, whether in alpha, beta, or preview mode, superseding any prior agreements between you and CCLR, but this Agreement may be supplemented by any other agreement you enter into with CCLR pursuant to your participation in other features of the CCLR Website. You further acknowledge and agree that you may not assign any part of this Agreement without CCLR's prior written consent, but CCLR may assign any part of this Agreement without restriction. This Agreement shall inure to the benefit of each party's successors and assigns. CCLR shall not be deemed to be in breach of the Agreement and thereby liable to you or any third party for any delays in the performance of its obligations hereunder caused by fire, explosion, act of God, strikes, war, riot, government regulation, bandwidth limitations, Internet connectivity, or act or any other cause beyond the reasonable control of CCLR. The failure of CCLR to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the CCLR Technology or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

23. CONTACTING US. If you have any questions about this Agreement, the Privacy and Security Policy, or any question or problem regarding the CCLR Technology, please contact us by sending an email to [loukonradjr@cclrinc.com](mailto:loukonradjr@cclrinc.com) or by mail at CCLR, Inc., 1315 Walnut Street, Suite 601, Philadelphia, PA 19106.

(Modified: July 1, 2024)