

HOSTED SERVICE LICENSE AGREEMENT 2023

This Hosted Service License Agreement (this “Agreement”) is made and entered into by and between R.C. Simpson, Inc., a North Carolina company, (“R.C. Simpson”), and _____, and existing under the laws of the State of _____, with offices at _____ (Customer)..

In consideration of their mutual promises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **License Grant.**

- 1.1 R.C. Simpson hereby grants to Customer a personal, limited, nonexclusive, nontransferable license for the term of this Agreement without the right to sublicense, to allow the number of Authorized Users specified in Appendix A to Use the Service solely for Customer’s normal business purposes; and
- 1.2 For the purposes of this Agreement: “Authorized User” shall mean the number of users authorized to Use the Service as indicated in the Lease Agreement executed between Customer and R.C. Simpson prior to January 1, 2009, or at the location indicated on the “Customer Contact Sheet” provided by Customer; “Service” shall mean the online information services developed and owned by R.C. Simpson and all content contained and/or presented on this online information service, as more particularly described in Appendix A; and “Use” means to access , use or display the Service as permitted herein.
- 1.3 The license granted in Section 1.1 above shall be effective on the date hereof and shall continue in effect unless terminated in accordance with Section 12 of this Agreement.
- 1.4 Throughout the term of this Agreement, Customer shall use its reasonable efforts to provide and maintain, in good working order at all times, its own internet access and all necessary telecommunications equipment, software and other materials at Customer’s facilities necessary for its Authorized Users to access the Service.

2. **Ownership and Intellectual Property Rights.**

- 2.1 Customer hereby acknowledges and agrees that the Service and all patents, copyrights, trade secrets and trademarks related thereto are the exclusive property and Confidential Information of R.C. Simpson and that R.C. Simpson owns all rights, title and interest in and to the Service. R.C. Simpson is sole owner of any and all content on the Services and has exclusive right to publish such content or to display it to third parties.
- 2.2 Except for the license granted by R.C. Simpson to Customer pursuant to Section 1.1 of this Agreement, Customer shall acquire no right, title or interest of any kind or nature whatsoever in or to the Service.

2.3 The Service is protected under United States and international copyright, trade secret and other intellectual property laws. Without limiting the generality of the foregoing, the parties acknowledge and agree that all visual, printed and other outputs of the Service are trade secrets of R.C. Simpson and its affiliates and licensors. Except as otherwise expressly permitted under the Agreement, Customer may not download, install copy, translate, modify, display, alter or otherwise change or make derivative works of the Service or any individual part thereof. Customer shall not alter or remove any copyright notice or any propriety legend contained in or located on any part of the Service and shall reproduce and maintain all such copyright notices or proprietary legends in an on any copy that Customer makes as permitted by this Agreement.

3. Restrictions on Use, Transfer and Provision of Services. Customer shall not derive or attempt to derive the software or the content of all or any portion of the Service by any means. Customer shall not sublicense, disclose, publish, assign, market, transfer or distribute any portion of the Service, with the exception of attorneys sharing content with clients, including all content of the Service, or other rights to any third party, including but not limited to Customer's subsidiaries and affiliates, and to agencies of the government.

4. Confidentiality. The content included in the Service is confidential information of R.C. Simpson, and Customer shall keep this content in strict confidence and will not disclose this content to any persona or entity not explicitly authorized to see or receive it. Customer agrees to take all reasonable precautions to further disclosure thereof, either to other employees or to other persons. Customer shall not use, or permit the use of, the confidential information for any purpose other than performing this Agreement and exercising the rights granted under this Agreement. Customer acknowledges that the rights of R.C. Simpson in the confidential information are unique and, accordingly, R.C. Simpson shall, in addition to such other remedies as may be available to it at law or in equity, have the right to enforce its rights hereunder by an action for injunctive relief and specific performance to the full extent permitted by law. Upon termination of this Agreement, Customer shall return or destroy all copies of all confidential information to R.C. Simpson. The provisions of this Article shall survive any termination of this Agreement or of any license granted hereunder.

5. License Fees and Payment.

5.1 In consideration of the license granted in Section 1.1, Customer shall pay license fees as set forth in Appendix A. R.C. Simpson may raise or change the fees or the fee structure at the end of any contract term upon 10 days notice to Customer.

5.2 Fees charged hereunder do not include any present or future sales, use, value added, excise or similar tax, customs duties or import or export fees. Customers will be responsible for paying applicable taxes later assessed by any government agency. R.C. Simpson will separately itemize any applicable taxes or duties on each invoice. Payments for all invoices are due thirty (30) days after the invoice date. Customer will make all payments without right of set-off or charge back.

5.3 If Customer does not pay an invoice when due, R.C. Simpson may charge interest on the unpaid amounts at 1 ½% per month, or the highest amount allowed by law, whichever is lower.

6. Service Level and Security.

- 6.1** R.C. Simpson shall maintain reasonable levels of security within the hosting environment.
- 6.2** Customer shall be responsible for maintaining the security of any code, password, firewall or other means necessary to restrict access to its computers, servers and peripherals, and for maintaining back-up and disaster recovery procedures and facilities.

7. Warranties.

- 7.1** Unless otherwise specified in Appendix A, R.C. Simpson warrants that the Service will be generally available online and accessible using standard business equipment for the Use by Customer. Customer's sole remedies for breach of this warranty shall be, at R.C. Simpson's sole option, (I) the repair of the Service, or (ii) if R.C. Simpson is unable to repair the Service within ninety (90) days of receipt of Customer's written claim under this Section 7.1, termination of this Agreement and a pro-rata refund of the: License Fees paid for the then-current year based on the number of months remaining in the year at the time of termination.
- 7.2** Customer acknowledges that there are risks inherent in internet connectivity that could result in the loss of Customer privacy, Confidential Information and property.
- 7.3** THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND R.C. SIMPSON HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD PARTY RIGHTS OR THEIR EQUIVALENT UNDER THE LAWS OF ANY JURISDICTION, AND QUALITY OF SERVICE.

R.C. SIMPSON AND ITS LICENSORS MAKE NO WARRANTY AGAINST INTERFERENCE WITH CUSTOMER'S ENJOYMENT OF THE SERVICE. THE SERVICE IS PROVIDED ON AN "AS IS" BASIS AND CUSTOMER'S USE OF THE SERVICE IS AT ITS OWN RISK. R.C. SIMPSON AND ITS LICENSOR DO NOT WARRANT THAT CUSTOMER'S USE OF THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE, AND R.C. SIMPSON AND ITS LICENSORS DO NOT WARRANT AS TO ANY RESULTS THAT MAY BE OBTAINED BY CUSTOMER'S USE OF THE SERVICE.

- 8. Limitation of Liability.** R.C. SIMPSON'S TOTAL LIABILITY RELATING TO THIS AGREEMENT, THE SERVICE OR TO THE LICENSE GRANTED HEREUNDER, WHETHER OF WARRANTY OR ANY OTHER LEGAL THEORY SHALL NOT EXCEED THE LICENSE FEES PAID BY CUSTOMER TO R.C. SIMPSON DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS. R.C. SIMPSON AND ITS LICENSORS WILL NOT BE LIABLE IN ANY EVENT FOR THE LOSS OR

INACCURACY OF DATA, LOSS OF USE OF SYSTEMS, COST OF REPLACEMENT SOFTWARE OR SYSTEMS, LOSS OF PROFITS, LOSS OF REVENUE OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE AND EVEN IF R.C. SIMPSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall R.C. Simpson be liable for, and Customer shall indemnify and hold harmless R.C. Simpson from, any damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising from any improper use by Customer of the Service.

9. **Force Majeure.** Neither party shall be liable for any failure to perform or for delay in performance (other than payment obligations) due to fire, flood or other labor difficulty, act of God, government authority, act of the other party, acts of war or terrorism, riot, embargo, or any cause beyond its reasonable control. If there is a performance delay due to any such cause, the date of delivery or time for completion shall be extended by a time period reasonably necessary to overcome the delay's effect.
10. **Audit.** R.C. Simpson shall have the right, upon reasonable prior written notice to Customer, to enter onto Customer's premises to perform an audit to ensure that Customer is in compliance with this Agreement. Customer shall keep, and shall allow R.C. Simpson to access, accurate records of each computer on which the Service or portions of the Service are used, the locations of such computers and the number of Authorized Users Using the Service.
11. **Assignment.** Customer shall not, by contract, operation of law, or otherwise, assign, transfer or hypothecate this Agreement (in whole or in part), or delegate performance of any of its obligations under this Agreement, without in each case obtaining R.C. Simpson's prior written consent, except that Customer may assign this Agreement to an Affiliate or to a successor in connection with a merger, acquisition or sale of all or substantially all of the assets of Customer.
12. **Term and Termination.**
 - 12.1 If the Service is offered as a replacement for the similar service in a different electronic format with R.C. Simpson ("Replacement Service"), then the Term of this Agreement will continue through the number of months already paid for by Customer, and shall end immediately following the pre-paid period of use. Except for Replacement Service, and unless otherwise terminated in accordance with the terms of Section 12.2 below, the initial term of this Agreement by the last party to execute the Agreement and shall continue for a period of *one year*. Thereafter, this Agreement shall automatically renew for successive one year periods (each a "Renewal Period") unless either party notified the other party of its intent not to renew at least sixty (60) days prior to the end of the Initial Term of then-current Renewal Term, as applicable.
 - 12.2 Either Party may terminate this Agreement and the licenses granted hereunder if the other Party has materially breached any of its obligations hereunder and has failed to remedy such breach within thirty (30) days after written notice of the same. On termination of this Agreement of any license, all rights granted to Customer to the Service shall immediately cease and terminate.

13 **Miscellaneous.**

- 13.1** This Agreement, including the Appendices attached hereto, contains the entire understanding of the parties with respect to the matters contained herein. This Agreement may not be modified except by writing, executed by authorized representatives or R.C. Simpson and Customer.
- 13.2** Either party's failure to exercise any right under this Agreement shall not constitute a waiver of any other terms or conditions of this Agreement with respect to any other or subsequent breach, nor a waiver by such party of its right at any time thereafter to require exact and strict compliance with the terms hereof.
- 13.3** The provisions of Sections 2, 3, 4, 7, 8, 10, 12 and 13, of this Agreement shall survive the cancellation, termination or expiration of this Agreement for any reason.
- 13.4** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future law effective during the term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof.
- 13.5** This Agreement shall be construed and governed according to the laws of the State of North Carolina, without regard to the choice of law or conflicts of law rules of any jurisdiction.

YOUR CLICK IN THE FOLLOWING BOX, AND YOUR SUBSEQUENT USE OF THE SERVICE, DEMONSTRATES THAT YOU INTEND TO BE LEGALLY BOUND BY THIS AGREEMENT AND YOU WILL BE HELD TO ITS TERMS.

I AGREE _____

APPENDIX A USERS, PROGRAMS, SERVICES AND PRICING

“Services”

The following Arbitrators’ Qualifications Reports Services are provided at www.rcsimpson.com:

Per Name Service: Customer will have limited access to the website and will only be able to view and save reports requested after checkout. There is a yearly retainer fee of \$80.00 to establish the service. The cost of each report will be \$33.00 and Customer may request a Panel Ranking for an additional charge of \$14.00 per arbitrator. Customer will be invoiced for the reports after the checkout process has been completed and agrees to remit payment within thirty (30) days.

Annual Service: Customer will have unlimited access to the website and all the reports contained therein without additional charge. The yearly retainer for this service is \$1,575.00. Customer may request a Panel Ranking at an additional charge as follows:

5 names	\$100.00
7 names	\$100.00
9 names	\$125.00
11 names	\$145.00
12 names	\$150.00
15 names	\$160.00

Expedited Service

Customers may request expedited service (turnaround of 3 business days or less) for an extra fee.

3 names	\$50.00
5-7 names	\$100.00
9-10 names	\$125.00
11-14 names	\$145.00
15 names	\$160.00

All prices are subject to change January 1, 2024. Yearly retainer fees are subject to a price increase at the end of the current Agreement.