

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

IN RE: ALL ASBESTOS PERSONAL
INJURY CASES

Case No. 03-310422-NP

ORDER NO. 15 (Case Management Order)
REQUIRING LAW FIRMS TO SIGN BASIC AGREEMENT
AND ELECTRONICALLY SERVE DOCUMENTS AND
PROVIDING FURTHER PROTECTION FOR PROBLEMS
IN TRANSMISSION OF ELECTRONIC FILING

At a session of said Court held in
the Courthouse, Detroit, Michigan

on JUN 24 2005

Present: Honorable Robert J. Colombo, Jr.
Circuit Court Judge

The Court having met with representatives of the Plaintiffs and Defendants, and recognizing that all law firms representing parties in asbestos personal injuries in this Court should be required to sign a File and Serve Basic Agreement with Lexis Nexis Courtlink, Inc., and serve electronically all documents required to be served electronically by Order No. 14 entered on November 21, 2003, and further recognizing that all parties and firms representing parties in this Court personal injury asbestos docket should be protected in the event of problems in transmission of an electronic filing.

It is ordered, Order No. 14 is amended as follows:

Section III. F.2 shall be amended to read:

2. Paper Filing and Electronic Service

a. Pleadings, Motions, Briefs and Other Documents

Except as provided in Section III.E(4) of the Order, all pleadings, motions, briefs, memorandums of law or other documents required to be filed with the Court in connection with the Asbestos Litigation, and any attachments thereto, the original in paper format shall be filed with the Office of Wayne County Clerk, and copies shall be served electronically to all parties except that answers to complaints may be served either by paper format or electronically.

Section III.F.14 shall be amended to read:

14. Problems in Transmission of Electronic Filing

Users are encouraged by the Court to be reasonable with each other should a technical problem arise which will cause or caused a deadline to be missed by a User. In such an event, Users may, by consent and without necessity of an order of Court, agree to an extension of a filing deadline. If an agreement cannot be reached, however, and an Electronic Document or Image cannot be filed or was not filed because of the following reasons which are not exclusive: (1) inaccessibility to Vendor; (2) downtime of a User's Internet Service Provider; (3) an error in the transmission of the pleading, paper or document to Vendor which was unknown to the User; (4) a failure to process the electronic filing when received by Vendor; or (5) a party erroneously excluded from the service list, then the party or parties affected shall, absent extraordinary circumstances, be entitled to an order extending the date for any response or the period within which any right, duty or other act must be performed.

A TRUE COPY
CATHY M. GARRETT
WAYNE COUNTY CLERK
BY [Signature]
DEPUTY CLERK

ROBERT J. COLOMBO, JR.

ROBERT J. COLOMBO, JR.
Circuit Court Judge

Effective Date: 06/01/2005

LexisNexis® File & Serve

PRICING SHEET

MICHIGAN – WAYNE COUNTY– THIRD JUDICIAL CIRCUIT COURT OF MICHIGAN

SERVICE TO PROJECT PARTIES

Online Service delivery	\$12.00 per document, per case, per transaction— unlimited number of online project recipients
Fax Filing/Service Assistance (Feature available in the product)	\$0.30 per page—plus standard service fees
U.S. Mail delivery (1st Class)	\$5.00 per transaction—plus \$0.10 per page, per firm (postage additional)

DELIVERY OF DOCUMENTS TO ADDITIONAL RECIPIENTS

Online Service delivery	No charge when combined with online service
Email delivery	No charge when combined with online service
Fax deliver	\$3.00 per transaction—plus \$0.20 per page, per firm

SERVICE ASSISTANCE

Service of your documents by LexisNexis on your behalf	\$50.00 per transaction—plus standard service fees
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ALERTS

Online notification of case activity—and optional email notification	\$2.00 per Alert set-up, per month—plus \$0.10 per notification generated (\$10.00 maximum per Alert set-up per month)
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DOCUMENT ACCESS

- No charge to view, print and/or download documents served by or upon you or your firm in this project.
- See relevant pricing sheets for charges for purchasing documents in other projects.

ACCESSING DOCUMENTS NOT SERVED BY OR UPON YOUR FIRM IN THIS PROJECT

View, print and/or download	\$5.00 per document
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ACCESSING DOCUMENTS FOR OTHER COURTS/LITIGATIONS

See Document Access Pricing Sheet

Premium Service prices are subject to change without notice.

LexisNexis CourtLink, Inc. File & Serve Advanced Agreement

BY SIGNING (IN THE EVENT OF HARDCOPY) OR CLICKING THE "I ACCEPT" BUTTON (IN THE EVENT OF ELECTRONIC COPY) AT THE END OF THIS LEXISNEXIS COURTLINK, INC. FILE & SERVE ADVANCED AGREEMENT, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. THESE TERMS CONSTITUTE A LEGALLY BINDING AGREEMENT. IF YOU DO NOT WISH TO ACCEPT THE TERMS SET FORTH BELOW, PLEASE CLICK ON THE BUTTON AT THE END OF THIS AGREEMENT INDICATING "I DO NOT ACCEPT."

NOTICE: LEXISNEXIS COURTLINK, INC. DOES NOT ENGAGE IN THE PRACTICE OF LAW, NOR IS THE LEXISNEXIS™ FILE & SERVE PART OF THE COURT SYSTEM IN WHICH YOUR LAWSUIT IS PENDING. LexisNexis CourtLink, Inc. encourages all of its users who are not lawyers to consult with an attorney before using LexisNexis File & Serve to file, serve or receive electronic documents in a legal action.

1. DEFINITIONS. The following capitalized terms not otherwise defined herein shall have the following meanings:

1.1 "Agreement" means this LexisNexis File & Serve Advanced Agreement.

1.2 "Basic Service Features" means features of the Electronic Filing System that (a) a User must use to properly file, serve, or file and serve a document through the Electronic Filing System in cases under the Wayne County Asbestos Litigation, which include File-Only Transactions; File and Serve Transactions and Serve-Only Transactions together with (b) the following features that a User may use in cases under the Wayne County Asbestos Litigation:

- (a) Document purchase - functionality that is designed to provide a User the ability to view, print and download public documents served in cases under the Wayne County Asbestos Litigation;
- (b) Full text searching – a feature which is designed to provide a User the ability, through a user interface, to search the text of a library of documents accepted through the Electronic Filing System in cases under the Wayne County Asbestos Litigation;
- (c) Calendaring – a feature which is not available on the Effective Date but when/if available will be designed to provide a User the ability to set, view or modify calendar events in cases under the Wayne County Asbestos Litigation;
- (d) Message board – a feature which is designed to provide a User the ability to view and send short text messages to case participants in cases under the Wayne County Asbestos Litigation through an online bulletin board interface; and
- (e) File by Fax – functionality designed to allow Users to fax their documents in cases under the Wayne County Asbestos Litigation to Verilaw and automatically create a PDF file for filing and/or service of such documents through the Electronic Filing System.

- 1.3 “Court” means the applicable state or federal court or administrative agency that has entered into an agreement with LexisNexis or an EFM to accept, send, retrieve and maintain Documents in electronic format through File & Serve.
- 1.4 “Courts” mean all state and federal courts and other administrative agencies that have entered into an agreement with LexisNexis or an EFM to accept, send, retrieve and maintain Documents in electronic format through File & Serve.
- 1.5 “Court Rules” means the local rules of civil or criminal procedure established by a Court as well as any rules promulgated by a Court governing use of File & Serve.
- 1.6 “Documents” mean pleadings, court documents and other legal documents, filings, correspondence and associated data available on File & Serve.
- 1.7 “EFM” means an entity which provides an application which provides a standardized interface that accepts Documents from File & Serve for filing with a Court.
- 1.8 “File” or “Filing” means the electronic submission of Documents to a Court. The ability to use File & Serve to File Documents with the Court has been approved by Court Rules.
- 1.9 “File & Serve” means the LexisNexis File & Serve Advanced service that allows Subscribers to: (i) file Documents with a Court in digital form instead of using paper; (ii) send or Serve an electronic copy of Documents on other parties and their lawyers; (iii) receive Documents by electronic delivery or notification instead of mail or fax; (iv) access, view, print and download Documents and related court information filed with Courts using File & Serve; and (v) perform other functions available through File & Serve Advanced. File & Serve also permits Courts to file Documents and orders with notification to Subscribers.
- 1.10 “File & Serve System” means the business process component and systems component of File & Serve. The business process component includes special know-how and procedures to provide access and support to individuals who conduct electronic Transactions. The system’s components consist of the Site, databases, and computer programs that reside on hardware located at LexisNexis’ facilities and some third party data centers.
- 1.11 “File and Serve Transactions” means discrete separately billable transactions for the filing of a document with the Court and service of such document on other case parties.
- 1.12 “File-Only Transactions” means discrete separately billable transactions for the filing of a document with the Court.
- 1.13 “Filing Receipt” means a confirmation received by Subscriber after submitting a Transaction through File & Serve to a designated Court and/or parties and their lawyers. Court Rules may indicate that the Filing Receipt is the Subscriber’s proof of filing. The Filing Receipt displays the date and time the Transaction was submitted by Subscriber through File & Serve.
- 1.14 “LexisNexis” means LexisNexis CourtLink, Inc.

1.15 "Online Inbox" means Subscriber's online inbox accessible via the Site where Subscriber receives notification of Documents that have been sent electronically, including incoming Service and rejected Documents.

1.16 "Recipient" means and may be any of the following: (i) a Subscriber; (ii) a Court; or (iii) an entity or individual who is not a Subscriber

1.17 "Serve" or "Serving" or "Service" means the official service of Documents (excluding Service of Process) submitted electronically through File & Serve to parties to a lawsuit and/or their attorneys. Service as used in this Agreement pertains only to subsequent pleadings filed in a litigation matter, not the initial Complaint. The ability to Serve Documents on other case parties and their lawyers has been approved by Court Rules, Case Management Order, Stipulation Order signed by the attorneys, or other agreement between the attorneys in a case.

1.18 "Serve-Only Transactions" means discrete separately billable transaction for service of a document to other case parties and the document is not filed with the Court.

1.19 "Service of Process" means the official, initial service of process of a complaint on a litigant in a lawsuit in compliance with Court Rules.

1.20 "Site" means the LexisNexis Internet website currently located at fileandserve.lexisnexis.com (but which is subject to change upon notice to Subscriber) at which Subscriber may, among other things, (i) File and Serve Documents; (ii) access and view Documents filed by Subscriber or other subscribers; (iii) establish and update Subscriber's Alert profile; (iv) check Subscriber's Online Inbox to determine if Subscriber has received Documents or Service; (v) view additional terms governing Subscriber's use of File & Serve; (vi) view Court records; and (vii) maintain personal, firm and case account information.

1.21 "Subscriber" means, if Subscriber is an individual, the person who accepts the terms of this Agreement. If Subscriber is an organization, the person who accepts these terms, represents and warrants that they are authorized to enter into this Agreement on behalf of the organization. A Subscriber may also be a Court, as defined above.

1.22 "Transaction" means the Document(s), Court name, name of case matter, and name of filing party attorney and firm and other associated information that is part of the record with respect to sent, Filed or Served Documents.

1.23 "User" means those employees, independent contractors, and agents of Subscriber who are authorized by Subscriber to use File & Serve on Subscriber's behalf. Subscriber acknowledges and agrees that Subscriber shall be responsible for any and all use of File & Serve by Subscriber's independent contractors and agents to the same extent as if such Users were Subscriber's employees.

1.24 "User ID" means the identification # and password issued to a User by LexisNexis, which User ID permits the User to have access to and use of File & Serve. Subscriber can only request a User ID at the Site.

1.25 "Wayne County Asbestos Litigation" means all asbestos litigation actions filed in the Third Judicial Circuit Court of Michigan.

1.26 Terms as defined in this Section 1 and elsewhere, parenthetically, shall have the same meaning throughout this Agreement.

2. PARTIES

2.1 This Agreement is made between LexisNexis and Subscriber.

2.2 To subscribe to File & Serve, Subscriber must agree to the terms of this Agreement and pay all applicable fees associated with use of File & Serve.

2.3 Subscriber will be permitted to use File & Serve in Courts that allow use of File & Serve.

2.4 Subscriber will ensure that each User will be subject to the terms of this Agreement prior to use of File & Serve and that LexisNexis shall have the right to notify each User of the existence of this Agreement and the terms of the Agreement, including but not limited to those terms effecting User's use of File & Serve.

3. LICENSE TO USE FILE & SERVE; FILE & SERVE FEATURES AND LIMITATIONS

3.1 LexisNexis hereby grants Subscriber a non-exclusive, non-transferable, limited, terminable license to use File & Serve, subject to the terms and conditions set forth in this Agreement, any additional terms and conditions posted on the Site, the Court Rules and any applicable state and federal laws.

3.2 Subscriber agrees that the information accessible through File & Serve is for its own internal use in the ordinary course of its business. Although Subscriber may share the results of individual record and Document searches with clients or customers, Subscriber will not provide any third party (including its clients or customers) any right of access to File & Serve, repackage any records or data in any bulk form for provision to others, or provide any on-going services to third parties through or using File & Serve, whether as a service bureau or otherwise.

3.3 Subscriber shall not use File & Serve in a manner contrary to or in violation of any applicable federal, state, or local law, rule, or regulation, including without limitation, the Fair Credit Reporting Act (15 U.S.C.A.1681 et seq., "FCRA.") Subscriber certifies that Subscriber will not use any information obtained from File & Serve as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes, for residential tenant screening, for governmental licenses, or for other uses which are covered by the FCRA.

3.4 File & Serve includes many features including, but not limited to, Filing, Service, Alerts, Courtesy Notification, and other features that are intended to allow Subscriber information maintenance and billing information maintenance. File & Serve features are available for use by Subscriber for a specified fee. Applicable fees for use of Basic Service Features in the Wayne County Asbestos Litigation are specified on Schedule A attached hereto. Subscriber can view the applicable fees for use of File & Serve, other than use of Basic Service Features in the Wayne County Asbestos Litigation, at the Site.

3.5 Subscriber acknowledges the following limitations with respect to use of certain features of File & Serve:

- (a) "Alert" is a feature intended to notify Subscriber when a Document is Filed or Served, subject to the following: the Alert feature will only notify Subscriber if a Document meets the criteria established by Subscriber in its Alert profile at the time the Document is Filed or Served into File

& Serve. The Alert feature will not retroactively notify a Subscriber of a Document that was Filed or Served prior to Subscriber setting up its Alert profile. Subscriber acknowledges that it is solely responsible for ensuring that all criteria set forth in Subscriber's Alert profile are accurate and up-to-date. Subscriber acknowledges that the Alert feature WILL NOT notify Subscriber if a Document is filed at a Court in paper format or if the Court does a retroactive upload of previously filed Documents. Furthermore, the Alert feature will not allow Subscriber to view a sealed Document or a Serve-Only Private Document, unless the Sealed or Serve-Only Private Document is Served on Subscriber. An Alert notification is not immediate and may take up to or exceed twenty-four (24) hours to process. Further, an Alert is a convenience feature only, Subscriber acknowledges that it will not rely solely on Alert as its means for determining if a Document has been Served or Filed.

- (b) "Courtesy Notification" is a feature of File & Serve intended to allow Subscriber to provide notice only to a case party that it has filed a Document on File & Serve. The sending of Courtesy Notification MAY OR MAY NOT comply with Court Rules for Service. LexisNexis is not responsible for determining when a Document may be Served as opposed to sending notification using the Courtesy Notification feature. A Recipient may be prompted to pay to view, print or download a Document for which Recipient has received a Courtesy Notification. Furthermore, Subscriber acknowledges that, in order to access a Document filed using File & Serve via use of the Courtesy Notification feature, Subscriber may have to pay to view the Document.
- (c) "Data Entry" is a feature intended to allow Subscriber to enter case information and delivery information for fax and/or U.S. mail methods of Service. LexisNexis does not determine or validate the accuracy of the information entered by Subscriber when using write-in information. LexisNexis does not edit or update information if a Transaction or Transaction's delivery cannot be completed because the information provided by Subscriber is incorrect.
- (d) "Email Notification" is a feature intended to allow Subscriber to receive email notification when a Document is Served on Subscriber. The Email Notification will be sent to Subscriber's email address as provided by Subscriber in Subscriber's information. Email Notifications may be misdirected or unable to be received by Subscriber if Subscriber's email information is inaccurate or not current. Further, Subscriber's email may reject Email Notification if the email is over a certain size. Notwithstanding the Email Notification feature, Subscriber acknowledges it is Subscriber's responsibility to check its Online Inbox to view Filed and Served Documents.
- (e) "Service Transactions" means a feature intended to permit Subscriber to designate Service as "Serve Only", "Private", or "Public" as follows: (i) "Serve Only" means the Transaction is only sent to the other firms and not Filed with the Court; (ii) "Private" means only the sending firm and designated Recipient will have access to view the documents and related Transaction data; and (iii) "Public" means the Transaction is available not only to the sending firm and recipient firm, but can also be accessed and viewed by other Subscribers who may or may not be parties to the case.

4. SUBSCRIBER'S RESPONSIBILITIES

4.1 Subscriber is solely responsible for: (i) Subscriber's software and equipment, including computer and communications devices, (ii) ensuring Subscriber's software and hardware are suitable for connecting to the Site and using File & Serve, including having the minimum system and software required by LexisNexis to use

File & Serve (which information is located on the Site), and (iii) Subscriber's access to the Internet, Subscriber's connectivity to the Site, Subscriber's relationship with its Internet service provider, and any telephone or other connection and service fees associated with such access.

4.2 Subscriber is solely responsible for training and monitoring its Users. Subscriber's authorization of a User to obtain a User ID is also an authorization of that User to incur charges such as Court fees and File & Serve Usage Fees (as such terms are defined in Section 8.1 below) on Subscriber's behalf. Subscriber shall be solely responsible for all fees incurred by Subscriber's Users.

4.3 Subscriber is responsible for maintaining the security and confidentiality of its User IDs. Subscriber shall promptly notify LexisNexis if a User ID is no longer valid or has been misused or compromised, and LexisNexis will cancel a User ID upon online request from Subscriber. LexisNexis shall have no liability to Subscriber, its Users, or any third party (including, without limitation, Subscriber's clients, if any) for any claim based upon misuse of a User ID. It is Subscriber's sole responsibility to control the User IDs assigned to Subscriber, its Users, and its accounts. LexisNexis may immediately suspend access to File & Serve for Subscriber and its Users if LexisNexis suspects unauthorized use of a User ID or in the event of an activity that might compromise File & Serve. Each User ID issued will be used solely by the individual for whom it was issued and will not be shared under any circumstances.

4.4 Subscriber is solely responsible for the continuing accuracy of any and all information provided by Subscriber to LexisNexis in connection with the electronic transmission or delivery of any Document. Subscriber is solely responsible for notifying LexisNexis of any change in Subscriber's contact information including, but not limited to, the change of address, legal name, facsimile number(s), email address, withdrawal of one or more Users from Subscriber's organization, withdrawal by Subscriber as counsel of record from any matter pending before a Court, or any other material information known by Subscriber.

4.5 Subscriber is solely responsible for checking the Site to determine if Subscriber has been notified of Service, or rejected Documents. **SUBSCRIBER UNDERSTANDS AND AGREES THAT SUBSCRIBER IS SOLELY RESPONSIBLE FOR MONITORING FILE & SERVE, INCLUDING BUT NOT LIMITED TO, ITS ONLINE INBOX AND EMAIL COMMUNICATIONS. FURTHER, IT IS SOLELY THE RESPONSIBILITY OF SUBSCRIBER AND ALL OTHER SUBSCRIBERS TO FILE & SERVE TO DETERMINE IF A DOCUMENT MUST BE SERVED AS OPPOSED TO SIMPLY FILED.**

4.6 Subscriber is solely responsible for loading and transmitting Documents correctly and in a timely fashion and for confirming the Filing Receipt and for checking email for rejected Documents. For all Subscriber Filings in the TexasOnline Project as defined in Texas Government Code Section 2054.252, if Subscriber does not receive an email confirmation within three (3) days (or before the expiration of any filing or service deadline) documenting receipt of the Filing by the Court, it is Subscriber's responsibility to immediately contact the Court and LexisNexis and provide details of the Document transmission, including the original Filing Receipt which was generated at the time the Filing was done with LexisNexis, to enable LexisNexis to determine what action should be taken, and if necessary to manually file and serve such Document before the expiration of any applicable deadline. Subscriber waives and releases any claims based upon errors, defaults or omissions if Subscriber fails to provide notice and/or resubmit directly to the clerk of the court and perform any necessary service as set forth in this paragraph.

4.7 Subscriber is responsible for checking the Site for changes to the terms of this Agreement and with the Courts periodically for changes in the Court Rules. LexisNexis is not responsible for changes to Court Rules or for notifying Subscriber of such changes.

4.8 Subscriber shall notify LexisNexis immediately if a Filed Document is subsequently sealed by a Court and shall provide details in connection with such sealing which enable LexisNexis to determine the action which should be taken in connection with the Filed Document at issue (e.g., removal from public access in File & Serve).

5. MODIFICATION OF TERMS AND FILE & SERVE

5.1 LexisNexis may modify or change this Agreement from time to time (including the amounts of Usage Fees other than Usage Fees for use of Basic Service Features in the Wayne County Asbestos Litigation, as defined in Section 8.1 below), at its discretion. Notwithstanding the foregoing, the Usage Fees charged by LexisNexis for use of Basic Service Features in the Wayne County Asbestos Litigation may be modified only pursuant to order of the court in such Wayne County Asbestos Litigation. LexisNexis also reserves the right to modify or discontinue features and capabilities of File & Serve, or any portion of File & Serve, without advance notice for normal maintenance and enhancements, and to modify or update the File & Serve System documentation located on the Site. LexisNexis will notify Subscriber of any material changes in this Agreement, the Usage Fees, or File & Serve by posting the proposed change conspicuously on the Site for thirty days prior to the change. For substantial changes in File & Serve affecting a specific jurisdiction or set of cases, LexisNexis will transmit a copy of the notice to the designated contact of the bar association or case group liaison for the jurisdiction or case group as posted on File & Serve.

5.2 The continued use of File & Serve by Subscriber after such notice period or receipt of a notice will constitute acceptance of the change. If Subscriber objects to such modifications, Subscriber's sole recourse will be (i) through the Court, (ii) through the relevant bar association or committee recognized by the Court for a particular jurisdiction or case group, if any, or (iii) discontinuance of Subscriber's use of File & Serve.

6. THIRD-PARTY SOFTWARE

File & Serve may utilize software from third-party providers ("Third Party Software"). Third Party Software can include sign-on and identification facilities, document transfer and conversion tools and the facilities needed to acknowledge, time stamp and forward documents, associated data and notifications to and from the Court as well as to other users of File & Serve. Subscriber agrees to comply with the license terms of any Third Party Software supplied in connection with File & Serve and that it will not alter or modify any Third Party Software without express written permission in each instance. Subscriber acknowledges that LexisNexis has no obligation to maintain or upgrade any such Third Party Software.

7. PILOT PROJECTS

LexisNexis may implement File & Serve in various jurisdictions in conjunction with local courts and bar representatives through a process of needs assessments, pilot efforts and phased stages to accommodate unique requirements of multiple subscribers. In such a case, Subscriber agrees to cooperate with limited and reasonable testing, provide timely responses to reasonable requests for information or approvals, and promptly report any error condition or anomaly to LexisNexis.

8. CHARGES; BILLING

8.1 The use of File & Serve by Subscriber will result in the accrual of "Usage Fees" and (in some jurisdictions) "Court Fees." Usage Fees are those fees imposed by LexisNexis for use of File & Serve. The current amounts of the Usage Fees charged by LexisNexis for Basic Service Features in the Wayne County

Asbestos Litigation are set forth on Schedule A to this Agreement; all other Usage Fees are as determined by LexisNexis and posted on the Site. All Usage Fees are exclusive of taxes and, if applicable, taxes will be added to Subscriber's invoice and are payable by Subscriber. It is Subscriber's responsibility to file sales tax exemption certificates to avoid such taxes. Usage Fees apply even if a document is rejected by a Court, LN will not provide any refunds. Court Fees are the fees, charges, taxes and the like, due to a Court or other governmental entity for Documents tendered for filing, posting through File & Serve, or accessed by Subscriber through File & Serve in instances where LexisNexis has agreed to collect such fees on behalf of the Court or governmental entity. **LEXISNEXIS MAY COLLECT AND REMIT COURT FEES AS PART OF FILE & SERVE IN SOME JURISDICTIONS. HOWEVER, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR THE PAYMENT OF COURT FEES AND FOR THE DETERMINATION OF HOW FEES ARE COLLECTED BY A COURT.**

8.2 Subscriber will be invoiced for all Usage Fees and, for those Court Fees that LexisNexis collects as part of File & Serve, on a monthly basis. The invoice will set forth a reasonably detailed list of the Usage Fees and, if applicable, Court Fees incurred. All fees invoiced are due upon Subscriber's receipt of the invoice. Any amounts not paid within ten (10) days after Subscriber's receipt of the invoice will bear interest at a rate equal to the lower of (a) eighteen percent (18%) per annum or (b) the highest rate per annum allowed by applicable law, and, additionally, LexisNexis may terminate Subscriber's access to File & Serve in accordance with Section 12 for any delinquent account.

9. WARRANTY

9.1 LexisNexis warrants that File & Serve is capable of performing the functions in conformance with the published File & Serve System documentation located on the Site for the then-current version of the File & Serve System, under normal use and as long as Subscriber is in compliance with its obligations under this Agreement. Subscriber's sole relief for breach of the warranty in the prior sentence is that LexisNexis (in its sole discretion) will either, (i) redeliver or re-perform the File & Serve feature or function without charge, or (ii) refund to Subscriber the fee paid by Subscriber for the File & Serve feature or function that is the subject of the warranty claim.

9.2 The Internet is a not an error-free environment and some forms of electronic filings need substantial lead time and reasonable computer skills to prepare and transmit in a timely fashion. **FILE & SERVE IS SUBJECT TO LIMITATIONS, DELAYS AND PROBLEMS INHERENT WITH THE INTERNET AND ELECTRONIC COMMUNICATIONS. NEITHER LEXISNEXIS NOR ITS SUPPLIERS, LICENSORS OR CONTRACTORS MAKES ANY WARRANTY THAT FILE & SERVE WILL MEET SUBSCRIBER'S REQUIREMENTS, OR THAT FILE & SERVE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. NEITHER LEXISNEXIS NOR ITS SUPPLIERS, LICENSORS OR CONTRACTORS MAKES ANY WARRANTY CONCERNING THE ACCURACY OR COMPLETENESS OF THE INFORMATION IN RECORDS AVAILABLE ON FILE & SERVE, OR ANY WARRANTY THAT ANY PLEADINGS, MAIL OR OTHER DOCUMENTS WILL BE RECEIVED AND READ BY THEIR INTENDED RECIPIENTS. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 9.1, NEITHER LEXISNEXIS NOR ITS SUPPLIERS, LICENSORS OR CONTRACTORS MAKES ANY WARRANTY, EXPRESS OR IMPLIED, AND DISCLAIMS ALL SUCH WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FILE & SERVE IS PROVIDED "AS IS WITH ALL FAULTS" AND ON AN "AS AVAILABLE" BASIS.**

10. LIMITATIONS OF LIABILITY

10.1 LexisNexis has no control over the contents of a Document transmitted on or through File & Serve, and LexisNexis has no liability to Subscriber, Subscriber's clients, or other third parties for any claim based upon (a) rejection of a Document by a Court or an EFM for any reason (b) alleged defamation, libel, or slander contained in the Documents, (c) infringement of any intellectual property rights in a Document, and (d) the content and format of a Document generally. Further, Subscriber acknowledges and agrees that LexisNexis has no liability to Subscriber, Subscriber's, clients, or other third parties based upon incorrect transmission or delivery instructions by Subscriber or other subscribers to File & Serve, including, without limitation, liability for any losses in connection with the loss of privilege or for any other claimed injury or damages due to disclosure of a Document.

10.2 NEITHER LEXISNEXIS NOR ITS SUPPLIERS, LICENSORS OR CONTRACTORS WILL BE RESPONSIBLE FOR, AND SUBSCRIBER AGREES, NOT TO SEEK TO HOLD LEXISNEXIS OR ANY SUCH PARTY RESPONSIBLE FOR ANY LOSS, INJURY, CLAIM, LIABILITY OR DAMAGE OF ANY KIND RESULTING FROM: (a) any errors in or omissions from File & Serve; (b) any delays or delivery problems resulting from use of File & Serve; (c) the unavailability or interruption of File & Serve or any of its features; or (d) your use of File & Serve (regardless of whether Subscriber received assistance, information or advice from the Site or any LexisNexis personnel).

10.3 IN NO EVENT WILL LEXISNEXIS OR ANY OF ITS SUPPLIERS, LICENSORS OR CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF REVENUES, PROFITS, DATA OR OTHER INFORMATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBSCRIBER'S EXCLUSIVE REMEDY, AND THE MAXIMUM LIABILITY OF LEXISNEXIS AND SUCH OTHER PARTIES, IF ANY, FOR ANY DAMAGES, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, SHALL BE STRICTLY LIMITED TO THE AMOUNT OF THE USAGE FEE SUBSCRIBER ACTUALLY PAID TO LEXISNEXIS FOR THE PARTICULAR TRANSACTIONAL USE OF FILE & SERVE WHICH CAUSED THE DAMAGES, EXCLUSIVE OF COURT FEES. IF ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY, DISCLAIMERS AND EXCLUSIONS OF WARRANTY AND DAMAGES SET FORTH HEREIN SHALL REMAIN IN EFFECT.

10.4 In no event will LN or any of its suppliers, licensors or contractors be responsible or liable for: (i) any problems relating to telephone lines or other transmission devices, including the unavailability of telephone lines or other electronic transmission lines or devices, (ii) Subscriber's inability to reach File & Serve for the purpose of Document transmission or receipt; (iii) transmission errors; (iv) any alteration or destruction of a Document resulting from third parties' unauthorized access to File & Serve (e.g., computer "hackers"); (v) any losses or damages or alteration or destruction of a Document or information on any party's computer system or elsewhere resulting from the transmission of computer "viruses" or other damaging or destructive software or software components by or through File & Serve, except in the case of willful or reckless act.

10.5 With respect to jurisdictions in which Subscriber is not required to use File & Serve (i.e., Permissive Jurisdictions), Subscriber agrees that File & Serve is a convenience service, and that Subscriber can make alternative arrangements to File and Serve any Documents. Subscriber acknowledges that the timely Filing or Serving of Documents in compliance with statutes, regulations, court rules, and orders requires the professional judgment of an attorney, and that attorneys appearing in a case are ultimately responsible for the timely Filing

or Serving of any such Documents (as specified by User). While LexisNexis will use reasonable efforts to electronically File and Serve a Document for which a transaction fee has been paid, Subscriber agrees that neither LexisNexis, nor any of its licensors, suppliers or contractors shall have any liability whatsoever associated with the Filing or Serving of, or failure to File or Serve, a Document submitted via File & Serve.

10.6 The parties will use reasonable efforts to take precautions against the contamination of their respective systems and computer files with software viruses, worms or other malicious agents that may reside within messages sent through File & Serve. At a minimum, such precautions shall include the installation, upgrading and use of commercial virus detection software to scan files and Documents transmitted via File & Serve. Additionally, the parties will make all reasonable efforts to identify and to correct or remove any Document or file that may have infected data or contain viruses or other malicious agents. LexisNexis reserves the right to delete infected Documents, files or programs, and LexisNexis shall have no liability to Subscriber, or the sender or intended Recipient of infected materials for such action. However, the parties agree that no precautions or virus detection software is or can be effective against all viruses, and LexisNexis shall have no liability with regard to any contamination of files, Documents or File & Serve.

10.7 No claim, regardless of form, which in any way arises out of or relates to File & Serve or Subscriber's use of or inability to use File & Serve, or the use of or inability to use Documents accessed through File & Serve, may be brought by Subscriber more than one year after the basis for the claim is discovered or should have been discovered by Subscriber.

10.8 Each third party supplier, licensor or contractor of LexisNexis has the right to assert and enforce the provisions of Sections 9 and 10 of this Agreement on its own behalf as a third party beneficiary. BearingPoint Inc. is a direct and intended third party beneficiary of the limitation of liability under this agreement.

10.9 Services are provided "As Is." THERE ARE NO WARRANTIES WITH RESPECT TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SERVICE CONTRACTOR DOES NOT WARRANT THAT SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS.

11. NON-INFRINGEMENT

11.1 LexisNexis agrees to indemnify and hold harmless Subscriber from any claim or demand, including reasonable attorneys' fees, made by any third party that File & Serve or the File & Serve System infringes any intellectual property of any third party; provided, that (a) Subscriber promptly notifies LexisNexis of the claim in writing; (b) LexisNexis shall have sole control over the defense and settlement of the claim; (c) Subscriber shall provide such assistance in the defense of the claim as LexisNexis may reasonably request; and (d) Subscriber shall comply with any settlement or court order made in connection with the claim.

11.2 Subscriber agrees to indemnify and hold harmless LexisNexis (including its affiliates, officers, directors and employees) from any claim or demand, including reasonable attorneys' fees, made by any third party that File & Serve or the File & Serve System infringes any intellectual property of any third party based upon use of File & Serve or the File & Serve System not in compliance with this Agreement by Subscriber. The foregoing shall not apply to a Subscriber that is a public entity if prohibited by applicable law.

12. TERMINATION

12.1 Subscriber may terminate this Agreement (and its use of File & Serve) at any time, with or without cause, upon thirty (30) days written notice to LexisNexis.

12.2 LexisNexis may terminate this Agreement (and Subscriber's access to File & Serve), without cause, upon thirty days written notice to Subscriber. Additionally, in the event that Subscriber breaches any material term of the Agreement (including Court Rules), LexisNexis may terminate this Agreement immediately (and terminate Subscriber's access to File & Serve), if Subscriber has not cured such breach within five days after LexisNexis gives Subscriber written notice of such breach. Material breach includes (but is not limited to) any misuse of File & Serve, Subscriber's insolvency, or any failure to make payments to LexisNexis.

12.3 Subscriber is responsible for notifying a Court and other subscribers to File & Serve of the termination of Subscriber's access to File & Serve. Upon termination of this Agreement, Subscriber will no longer have the ability to use File & Serve.

13. FORCE MAJEURE

LexisNexis shall not be in breach of this Agreement in the event that it is unable to perform its obligations under this Agreement as a result of interruption and delay due to causes beyond its reasonable control including, but not limited to, acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, failure of equipment not under the control of either party, transmission line or communications failure or unavailability, industrial or labor dispute, inability to obtain necessary supplies and the like.

14. MISCELLANEOUS PROVISIONS

This Agreement (including the Court Rules and any applicable state or federal laws) embodies the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral or written. This Agreement is governed by and construed under the laws of the State of Washington, without reference to its conflicts of law rules to the contrary. Neither this Agreement nor any part or portion of it shall be assigned, sublicensed or otherwise transferred (by merger, operation of law or in any other manner) by Subscriber without LexisNexis' prior written consent. All notices required or permitted in this Agreement shall be in writing and shall be emailed, mailed, faxed or delivered to the account representative of the other party at the last address provided to the other party in writing. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal, the validity and enforceability of the other provisions shall not be affected. Failure of any party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only.

Name of Organization: _____

By its Authorized Representative: _____

Print Name: _____