

You are here: [About CaseMap](#) > CaseMap Cloud Terms and Conditions

CaseMap™ Cloud and Sanction® Terms and Conditions

Terms & Conditions of use for the CASEMAP CLOUD™ and SANCTION®

NOTICE: THE FOLLOWING TERMS AND CONDITIONS (“Terms and Conditions”) APPLY TO CUSTOMER’S USE OF THE CaseMap Cloud and Sanctions services INCLUSIVE OF cloud modules (collectively THE “CaseMap Services”), IF CUSTOMER IS AN AUTHORIZED USER IN AN ORGANIZATION THAT HAS ACCEPTED THESE TERMS IN WRITING.

TERMS & CONDITIONS FOR USE OF THE CASEMAP SERVICES

February 17, 2021

The Terms and Conditions listed below govern use of the CaseMap Services as provided by LexisNexis, a division of RELX Inc. and its affiliated companies (collectively, “LN”). The terms “customer” in uppercase or lowercase shall mean the entity (e.g., company, corporation, partnership, sole proprietor, etc.) or government agency entering into a “CaseMap Services Subscription Agreement” with LN. The CaseMap Services Subscription Agreement shall consist of these Terms and Conditions and the written LN created and issued ordering document for the CaseMap Services that references these Terms and Conditions (“Order”). Unless otherwise indicated, the Order and these Terms and Conditions, as well as any linked terms referenced herein, shall be referred to as the “Agreement”.

1. ACCESS AND RESTRICTIONS ON USE.

1.1 Subject to the terms of this Agreement including payment obligations, during the term, as the duration is set forth in the Order (“Term”), LN grants to Customer a limited, terminable, non-exclusive, non-transferrable right to access and use the CaseMap Services, as further defined in the Order, and in any other related functionality solely for Customer’s internal business operations. Customer may allow Authorized Users (defined in Section 1.3) to use the CaseMap Service for only this purpose and Customer is responsible for its Authorized Users’ compliance with this Agreement. Customer does not acquire any license or any rights of ownership in the CaseMap Service by means of this Agreement. No right to distribute, modify, reverse engineer, reproduce, distribute or re-sell the CaseMap Service is granted. All other rights in and all title to the CaseMap Service, including all intellectual property rights, are owned by LN or its third-party vendors or

providers. Renting, outsourcing, service bureau, time-sharing, or third-party usage of the CaseMap Service (other than by Authorized Users) are prohibited.

1.2 For each Cloud Module for which the Customer subscribes, Customer shall be granted use and access rights for the number of Authorized Users identified in the Order. Depending on the method of access to the Cloud Module(s), Authorized Users may be provided access via a User ID and password, SSO or similar technology (collectively “User Subscription(s)”).

1.3 Customer will assign User IDs solely to individuals who are employees, temporary employees, or contractors of Customer (collectively, “Authorized Users”). “User ID” means an identification number and password (or other authentication or security measures) assigned to an Authorized User and that enable such Authorized User to access and use the CaseMap Service. Customer will implement policies and procedures to prevent unauthorized access to and use of User IDs and the CaseMap Service and will immediately notify LN if Customer suspects that a User ID to the CaseMap Service is lost, stolen, compromised or Misused (defined below). Customer further agrees that each User ID issued to Customer and assigned by Customer to an Authorized User and may not be shared with or used by any other Authorized User. Customer will manage its roster of Authorized Users and will promptly deactivate an Authorized User’s User ID if the Authorized User separates from Customer for any reason. Customer is responsible for all use of the CaseMap Service accessed with User IDs assigned to Customer, and for use of the CaseMap Service by temporary employees and contractors to the same extent as Customer’s employees.

Customer is neither identified on, nor shall it provide access to the CaseMap Services to any individuals or entities identified on, (i) OFAC’s list of Specially Designated Nationals (“SDN List”), (ii) the UK’s HM Treasury’s Consolidated List of Sanctions Targets, (iii) the EU’s Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions, (iv) any other applicable sanctions lists, or (v) any person 50 percent or more owned, directly or indirectly, individually or in the aggregate by a person(s) identified in (i) through (iv).

1.4 Each Party will promptly notify the other Party if it suspects or becomes aware of unauthorized use of the CaseMap Service. “Misuse” means, with respect to Customer and its Authorized Users: (i) using the CaseMap Service in such a manner so as to interfere with its use by other customers; (ii) attempting or assisting a third party to access, alter, or interfere with the CaseMap Services, communications and/or information of another party or CaseMap customer; (iii) fraud or unauthorized access to and use of User IDs and the CaseMap Service; (iv) breach of any terms of this Agreement and (v) violating any applicable laws or regulations (inclusive of attorney rules of ethics and compliance). LN may specify commercially reasonable corrective action to be taken by Customer and Customer will take such corrective action in a prompt manner. If LN determines, in good faith, that the Customer is not taking corrective actions to the satisfaction of LN or the Misuse is causing a negative impact on LN, on the CaseMap Service or on one or more of customers or is or likely to be violating a law or regulation, then LN reserves the right to suspend or discontinue one or more Authorized Users’ access to the CaseMap Service pending resolution or mitigation of the Misuse or unauthorized use event. Provided, however, that LN will use reasonable efforts to notify Customer’s contact prior to such suspension unless the Misuse presents an immediate threat to LN or on the use of the CaseMap Service, in which case said notification will take place as soon as possible after suspension.

2. FEATURES/FUNCTIONALITY AND LN SERVICE LEVEL RESPONSIBILITIES.

2.1 LN may, at its sole discretion from time to time, modify, delete, amend, change or enhance the operation of the CaseMap Service including the introduction of new features or functionality, or modify browser or other system requirements to the CaseMap Services. LN may provide notice (generally by posting on the CaseMap web page) of any change in requirements. Any such new features or functionality shall be available for Customer's use upon general release of the update in which they are included. Some new features or functionality that constitute a significant enhancement to the CaseMap Cloud Module(s) may be available only at additional charge.

2.2 LN shall provide basic support (in accordance with the support provisions of the Agreement) for the Cloud Modules to Customer at no additional charge; enhanced support levels may be available for additional charge. LN shall use commercially reasonable efforts to make each Cloud Module available in accordance with the Service Levels set forth in Schedule B (Service Levels).

3. LEGAL SERVICES.

3.1 No attorney-client relationship or privilege of any kind exists between LN and Customer. LN will and does not direct, control, regulate, participate or interfere in any manner with the provision of legal services by Customer or on behalf of Customer to any of Customer's clients or regarding any of Customer's legal matters.

4. CUSTOMER DATA.

4.1 As between LN and Customer: (a) Customer owns its intellectual property or represents to LN that it has secured all appropriate rights in and to any and all information (inclusive of any of Customer's client's information) it transmits, submits to, and/or stores in the CaseMap Services for its intended purposes ("Customer Data"); and (b) LN owns all its intellectual property and other rights in and to the CaseMap Services and to all software, databases and tangible and intangible materials embodied in it/them or relating to it/them, including without limitation all Benchmarking Data (defined below) and other compiled statistical information and other data obtained, assembled or developed by LN in the course of providing the CaseMap Services, all software modifications, all derivative works, and all intellectual property or other rights inherent within the foregoing (collectively, the "LN Intellectual Property"). Nothing contained in this Agreement will be construed to convey any title or ownership right in any of the LN Intellectual Property to Customer, or any right to use any of the LN Intellectual Property other than as expressly contemplated by this Agreement. Any materials provided to LN by Customer or on Customer's behalf pursuant to this Agreement bearing any of Customer's or its clients' names, logos, styles or trademarks may be used by LN as necessary to perform the CaseMap Services. Any notes, notebooks, designs, drawings, formats, models, writings, reports, sketches, formulas, specifications, memoranda, documentation, ideas, know-how, techniques or other intellectual property, including without limitation any information, computer programs, software or other tangible or intangible property, network configuration, integration, product device, system, technique, drawing, program or process, and all derivative works, developed by LN in connection with the performance of CaseMap

Services or otherwise in connection with its performance of this Agreement, or which are modifications or inventions relating to the CaseMap Service, constitute LN Intellectual Property, all right, title and ownership of which remain with LN. LN is not responsible in any way for any of the Customer Data, including but not limited to its accuracy, completeness or integrity entered into the CaseMap Service. Customer will have secured all necessary rights from its client's or data-sources to utilize their information as Customer Data. LN disclaims any warranty or liability, of any kind, for the accuracy of data in reports generated using Customer Data and disclaims responsibility for any results obtained through Customer-designed and -generated reports using the CaseMap Services.

4.2 During the Term, LN shall implement and follow commercially reasonable controls, practices and procedures designed to protect the security and confidentiality of Customer Data maintained, hosted, or transmitted by LN in connection with the CaseMap Service such that it is not disclosed contrary to the provisions of this Agreement. LN has established and will maintain a privacy and data security program that includes appropriate administrative, technical and physical safeguards and other security measures that are designed to: (a) protect the security and confidentiality of Customer Data; (b) protect against any anticipated threats or hazards to the security, confidentiality and integrity of Customer Data; and (c) protect against unauthorized access to or use of such Customer Data.

4.3 If Customer Data is hosted and/or stored by LN, then Customer acknowledges and agrees, and warrants, represents and covenants that it has the authority to acknowledge and agrees on behalf of itself and each of its clients, customers or data-sources: (i) to the inclusion of de-identified, aggregated Customer Data in Benchmarking Data, including without limitation the inclusion of de-identified, aggregated Customer Data in a database of Benchmarking Data maintained and owned by LN; (ii) that the Benchmarking Data are the property of LN; (iii) that LN may disclose Benchmarking Data to LN's customers and to third parties in connection with LN's and its affiliates' products and services and in the operation of their respective businesses; and (iv) that, on or after the termination or the expiration of this Agreement for any reason, LN may continue to include in Benchmarking Data or other resources any de-identified Customer Data input by or on behalf of Customer in the CaseMap Service prior to the expiration or termination of the Agreement for any reason, and LN will be under no obligation to remove from the Benchmarking Data any such de-identified Customer Data or to return any de-identified Customer Data to Customer at any time, for any reason. For purposes of this Addendum, "Benchmarking Data" means (a) all compiled statistical information and other data obtained, assembled or developed by LN, and (b) de-identified, aggregate data input into one or more of LN's software products by or on behalf of Customer and other LN customers, including all Customer Data, to the extent such Customer Data is de-identified and aggregated with the data of other LN customers.

5. PRIVACY AND DATA PROTECTION.

5.1 To the extent that LN is processing personal data on behalf of Customer, the terms of the LexisNexis data processing addendum at <https://www.lexisnexis.com/en-us/terms/processor-terms.page> will apply. To the extent that Authorized Users provide their personal data to LN during account registration or otherwise, the parties acknowledge that such information will be processed by LN as a controller in accordance with the LexisNexis privacy policy for the CaseMap Services. Customer will comply with all applicable laws and regulations in supplying any personal data to LN, including providing any required notices and obtaining any

required consents, permissions and authorizations for LN processing such personal data. To the extent that Customer transfers personal data from the UK, Switzerland or EEA to LN in a country or territory outside of the originating territory that has not received a binding adequacy decision by the European Commission or other competent government authority, the parties will be deemed to have entered into the [EU Standard Contractual Clauses \(controller to controller transfers\)](#) in respect of such transfer, whereby Customer is the “data exporter,” LN is the “data importer,” the optional clauses are omitted, and the content of Annex B corresponds to the respective content of the Agreement, unless the parties may rely on alternative appropriate safeguards under applicable data protection laws.

6. FEES.

6.1 Customer shall pay subscription amounts set forth in the Order. Customer understands that fees set forth in the Order are based on information Customer has provided to LN.

6.2 All payment obligations are non-cancelable, and fees paid are nonrefundable. Customer will pay the full amount of each invoice within thirty (30) days of receipt of an invoice. If any invoiced amount is not received by LN by the due date, then, without limiting other rights or remedies, LN may: (a) suspend Services until payment in full is received, or (b) invoice Customer for interest on any past-due, unpaid balance in the amount of a twelve per cent (12%) per annum late charge.

6.3 Fees may not include any excise, sales, use, value-added or other taxes, tariffs or duties applicable to the Services. If LN is required to collect such taxes, the amount of such taxes will be invoiced to Customer and Customer will pay such amounts; provided, however that Customer may provide LN with a valid tax exemption certificate authorized by the applicable taxing authority. Any taxes imposed on payments to LN by Customer are the sole responsibility of Customer. Customer will promptly provide LN with official receipts issued by the appropriate taxing authority or such other evidence as is reasonably requested by LN in order to establish that such taxes have been paid, and will indemnify LN for any taxes owed by Customer.

7. DATA OVERAGE FEES.

7.1 If Customer exceeds the Data Tier for their selected plan set forth in the Order as noted in Schedule A, an additional block of one (1) gigabyte (GB) will automatically be allocated to the Customer’s account, and an overage charge will be applied at the rates in Schedule A for each gigabyte. Customer will automatically be charged for an overage each time LN provides Customer with an additional block of 1 GB of data.

8. TERM AND TERMINATION.

8.1 This Agreement commences on the effective date set forth in the Order and will continue for the Term(s) as set forth therein. This Agreement may be terminated by LN before the expiration of the Term on written

notice (i) if Customer breaches any other material term or condition of this Agreement; (ii) upon Customer's non-payment or (ii) if either party becomes the subject of any voluntary or involuntary proceeding under the U.S. Bankruptcy Code or any state insolvency proceeding.

8.2 Effect of Termination. On the expiration or termination of the Agreement: (i) Customer will promptly pay amounts owed to LN in accordance with this Agreement and (ii) all access and use to the CaseMap Services will be deactivated.

All terms in this Agreement for which by their nature should survive termination will do so.

9. REPRESENTATIONS AND WARRANTIES.

9.1 Mutual Representation and Warranty. Each party represents and warrants that it (i) has full power and authority to execute and deliver the Agreement, and to perform its obligations under the Agreement; (ii) the execution, delivery and performance of this Agreement by a party will not violate any other agreement to which it is a party; and (iii) it will use industry known standard, up-to date antivirus and anti-malware protection to prevent the transmission of any means viruses, worms, time bombs, Trojan horses and/or other harmful code ("Malicious Code") to the other party, provided that there is no warranty against transmitting Malicious Code that was previously transmitted to the warranting party by the other party.

9.2 Warranty Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, LN DOES NOT WARRANT AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR THE ACCURACY, INTELLECTUAL PROPERTY INFRINGEMENT, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE CASEMAP SERVICE, ANY DELIVERABLES FURNISHED HEREUNDER, OR ANY INFORMATION OR SERVICES MADE AVAILABLE THROUGH THE CASEMAP SERVICE. LN PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE CASEMAP SERVICE, ANY DELIVERABLE, OR ANY SERVICES.

10. LIMITATION OF LIABILITY; INDEMNIFICATION.

10.1 Limitation of Liability. THE LIABILITY OF EITHER PARTY, ITS AFFILIATES AND REPRESENTATIVES ARISING OUT OF ANY CLAIM ARISING FROM OR RELATING TO THE CASEMAP SERVICE OR THIS AGREEMENT WILL NOT EXCEED THE AGGREGATE FEES CUSTOMER HAS PAID UNDER THIS AGREEMENT DURING THE TWELVE- MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE. NEITHER A PARTY NOR ITS AFFILIATES SHALL HAVE ANY LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION, ATTORNEYS' OR EXPERTS' FEES) RELATING TO THIS AGREEMENT. THE FOREGOING DISCLAIMERS APPLY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, WHETHER SUCH DAMAGES ARE FORESEEABLE AND WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED THAT THE FOREGOING DISCLAIMERS WILL NOT APPLY TO THE EXTENT DAMAGES ARISE

FROM A PARTY'S INDEMNIFICATION OBLIGATIONS, OR TO CUSTOMER'S PAYMENT OBLIGATIONS, VIOLATION OF APPLICATION LAWS IN USE OR ACCESS TO THE CASEMAP SERVICES OR TO CUSTOMER'S MISAPPROPRIATION OF LN'S (OR LN'S LICENSORS', IF ANY) INTELLECTUAL PROPERTY.

10.2 Customer shall indemnify, defend and settle any claims, demands, suits or proceedings (each, a "Claim") asserted by a third party against LN and its affiliates, directors, officers, agents, employees and consultants (the "LN Indemnitees") from any judgments, damages, losses, penalties, expenses and costs (including reasonable attorneys' fees and expenses) arising from a Claim or awarded against an LN Indemnitee as a result of, or for amounts paid by an LN Indemnitee, under a judgement or settlement of, a third-party Claim that arises out of: (a) a Customer Indemnitee's Misuse of the CaseMap Service; (b) a Customer Indemnitee's use of the CaseMap Service in order to process Personal Data in violation of applicable laws or this Agreement; or (c) Customer's use of Customer Data associated with the CaseMap Services.

10.3 LN Indemnification of Customer. LN shall indemnify, defend and settle any claim by a third party that the CaseMap Service infringes any United States patent, trade secret or copyright of that third party, and pay any settlement fee or judgment awarded, if any. The foregoing obligation of LN does not apply with respect to CaseMap Service or portions therefore: (i) used outside the scope or term of this Agreement or in violation of any provision thereof; (ii) not supplied by LN; (iii) modified by or for Customer; or (iv) where Customer continues the allegedly infringing activity after being notified thereof and provided modifications that would have avoided the alleged infringement.

Should any portion of the CaseMap Service or the operation thereof become, or in LN's opinion be likely to become, the subject of a claim of infringement, LN may, at its sole option, either (i) procure for Customer the right to continue use of the CaseMap Service; (ii) provide a modification thereto so that its use becomes non-infringing; (iii) replace the CaseMap Service, with replacement product(s) substantially similar in functionality and performance; or (iv) refund the residual value of the applicable fees paid by Customer for the infringing CaseMap Service.

10.4 Process; Exclusive Remedy. The foregoing obligations are conditioned on the indemnified Party: (i) providing the indemnifying Party prompt notice of any indemnifiable event or loss, (ii) cooperating with the indemnifying Party, at the indemnifying Party's expense, in the defense of such indemnifiable event or loss, and (iii) giving the indemnifying Party sole control of the investigation, defense and settlement of any such claim or loss, provided that the indemnifying Party will not settle any claim against an indemnified Party unless the subject settlement unconditionally releases the indemnified Party of all liability. The indemnified Party will have the right to participate in the defense of any Claim subject to Sections 10.2 and 10.3, as applicable, at its expense. This Section 10 states each indemnifying Party's sole liability to, and the indemnified Party's exclusive remedy against, the other Party for any type of Claim described in this Section 10.

11. THIRD PARTY TECHNOLOGY.

11.1 Exchanges of Customer Data; Support. To the extent Customer acquires or uses third-party products or services and/or requests that LN permit third-party products to input or access Customer Data stored in the

CaseMap Service, whether via an integration created and maintained by the third party or by LN, any exchange of Customer Data between Customer and its third-party integrations and related service providers is solely the responsibility of Customer and such service providers. LN does not warrant or support Third-Party Applications or integrations with Third-Party Applications that were not provided by LN. “Third-Party Application” means a web-based, mobile, offline or other software process or functionality that is provided by Customer or a third party and interoperates with the CaseMap Service.

11.2 Third-Party Applications and Customer Data. If Customer determines to use a Third-Party Application with CaseMap, Customer grants LN permission to permit the Third-Party Application to access Customer Data as required in order for the interoperation of that Third-Party Application with the CaseMap Service. LN is not responsible for any disclosure, modification or deletion of Customer Data resulting solely from access by such Third-Party Application or its provider.

12. NOTICES.

12.1 Notices required or permitted to be delivered hereunder will be deemed duly made if in writing, and (i) sent by overnight courier, or (ii) mailed by certified mail, to the addresses and recipients set forth below:

To LN:

LexisNexis, a division of RELX Inc.

Attention: CaseMap Legal Department

9443 Springboro Pike

Miamisburg, Ohio 45342

To Customer:

The contact information and address provided in the Order.

Notwithstanding the initial sentence of this Section 12.1, LN may provide notices applicable to the CaseMap Service customer base by means of a general notice on the CaseMap Services portal, and notices specific to Customer, other than notices of breach of this Agreement or of termination, by electronic mail to Customer’s email address identified above. Each Party may update the above addresses by means of a notice that complies with the requirements of this Section 12.1.

12.2 LN will provide billing-related notices via email or hard copy to the invoice contact Customer designated on the Order. Routine product notices (e.g., information regarding features, content, or maintenance) will be addressed or sent to the relevant system administrator or primary contact designated by Customer

12.3 These Terms and Conditions, as well as the linked DPA and LN privacy policy referenced above, may be changed from time to time as described below or by written agreement. Charges and payment terms may be changed in accordance with the terms of Schedule A or the Order; all other provisions may be changed by LN

immediately upon notice to Customer. If any changes are made to these Terms and Conditions, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against Customer but will apply to all similarly situated LN customers using the CaseMap Services. Customer may terminate the Agreement upon written notice to LN if any change to these Terms and Conditions are unacceptable to Customer. For termination to be effective under this Section, written notice of termination must be provided to LN within 90 days of the effective date of the change. Continued use of the CaseMap Services following the effective date of any change constitutes acceptance of the change but does not affect the foregoing termination right. Except as provided above, the Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this Agreement may not be supplemented, modified or otherwise revised by email exchange even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

13. MISCELLANEOUS

13.1 Entire Agreement; Waiver; Amendment. This Agreement, together with Schedules, constitutes the entire agreement of the Parties with respect to the subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals, promises or quotations on the subject matter hereof. Any terms or conditions stated in a Customer's purchase order or other Customer ordering documentation, or any response by LN to those Customer documents, shall be void and shall have no effect. No waiver or amendment of any provision of this Agreement will be effective unless in a writing signed by an authorized representative of each Party. No waiver of any breach, privilege or provision of this Agreement will be construed as a waiver of any rights or remedies arising from any other breach, privilege or provision.

13.2 Order of Precedence. In the event of any conflict between the Terms and Conditions and the Order, the order of precedence shall be as follows: (a) the Order and (b) the Terms and Conditions.

13.3 Assignment. Customer may not assign or transfer this Agreement, in whole or in part, without the prior written consent of LN, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Customer may transfer this Agreement to an affiliate or successor entity without consent, but with written notice furnished to LN by Customer within thirty (30) days of such transfer or assignment. As a condition to any assignment, the assignee must agree to assume and be bound by the Agreement in its entirety. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns. Any assignment in violation of this Section will be null and void.

13.4 Severability. If any provision of this Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this Agreement.

13.5 Force Majeure. Neither Party will be responsible for failure or delay in performing any obligation under this Agreement if caused by a Force Majeure Event. If a Force Majeure occurs, the affected Party will promptly notify the other Party and will use diligent efforts to resume performance. The non-affected Party will make commercially reasonable efforts to mitigate the adverse effects of the affected Party's delayed performance. "Force Majeure Event" means an act of war or sabotage, act of God, pandemic, electrical, Internet or telecommunications outage that is not caused by the obligated Party or its subcontractors or agents; government restrictions (including the denial or cancellation of any export, import or other license); or any other event outside of the reasonable control of the obligated Party. Each Party will use reasonable efforts to mitigate the effect of a Force Majeure Event. Nothing in this Section excuses either Party's obligation to follow its disaster recovery procedures and policies.

13.6 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

13.7 Governing Law & Consent to Jurisdiction. The laws of the State of Ohio, excluding its principles of conflicts of laws, shall govern any and all matters in dispute between the Parties, whether arising from or relating to this Agreement, or from extra-contractual rights or obligations arising out of or in connection with the CaseMap Service, and regardless of the legal theory upon which such matter is asserted.

SCHEDULE A

CaseMap Services Tier Pricing Model

	Entry Tier	Main Tier	Executive Tier	Enterprise Tier	1TB	5TB
Data Tier (GB)	10	100	200	400	1000	5000
Overage	\$35/GB	\$25/GB	\$20/GB	\$15/GB	\$10/GB	\$5/GB

SCHEDULE B

SERVICE LEVELS

Except: (1) for holidays and downtime for regularly scheduled maintenance, which will be conducted during non-business hours (typically 12:01AM EST – 3:00AM EST on Saturdays and Sundays and also twice a year during daylight savings/time change weekends between the hours of 2:00AM EST – 8:00AM EST) and using commercially reasonable efforts to minimize or eliminate any effect on Customer or the CaseMap Services; (2) network connectivity issues; or (3) Customer operational/equipment issues, then LN shall ensure that the CaseMap Services are continuously available and fully operational 99.8% of the time. If the CaseMap Services are interrupted or unavailable to Customer for more than 48 consecutive hours, excluding holidays, scheduled downtime and issues arising from connectivity or the operational Customer's issues, then LN may provide Customer with a pro-rata credit or refund (whichever is applicable) for all downtime in excess of 48 consecutive hours.

