

## Terms and Conditions

I understand that Litigator Technology (hereinafter "LTI") is a referral service and is not responsible for the nature, quality and completeness of the jury consulting advice provided by DecisionQuest. I understand that the jury consulting advice provided by DecisionQuest is not legal advice and is not a substitute for the advice of an attorney.

I understand that the information and advice provided by DecisionQuest is intended to help me with my legal matter. However, I understand that the information and advice provided by DecisionQuest is not legal advice and is not guaranteed to be correct, complete or up-to-date for my particular legal matter. I understand that LTI and DQ provide no warranty, express or implied, concerning work performed under the agreement, including DQ's findings, recommendations, professional advice or trial results.

I understand that the content of the teleconference will be held in the strictest confidence. However I also understand that purchasing a teleconference will not cause DecisionQuest to become "retained" by me and will not require DecisionQuest to set up a file for my case, run a conflicts check, maintain any of the information I provide, or perform any work on my case beyond provide consulting services during the teleconference. I understand that DecisionQuest employs over 100 jury consultants, that both parties involved in a lawsuit may purchase a consultation, that the content of all teleconferences will be held in the strictest confidence, and that any request for information pertaining to any other DecisionQuest client will result in the immediate termination of my teleconference with no refund.

I assume and accept full and complete responsibility for all uses and applications of DecisionQuest's recommendations, or failure to use these recommendations, and I agree to indemnify and hold harmless LTI and DQ, their officers, directors, employees, agents or shareholders against any and all liability, damages, injuries, losses, claims, demands, actions, causes of action, costs including attorneys' fees and expenses resulting from the aforementioned use, application or nonuse of DQ's recommendations. My use of the LTI website and the jury consulting services provided by DecisionQuest is at my own risk.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, I AGREE THAT IN NO EVENT SHALL LTI OR DECISIONQUEST BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE INFORMATION, ADVICE, PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES, ARISING OUT OF THE USE OF THE LTI WEBSITE OR THE JURY CONSULTING SERVICES PROVIDED BY DECISIONQUEST, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF LTI OR DECISIONQUEST OR ANY EMPLOYEE OF LTI OR DECISIONQUEST HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IF I BECOME DISSATISFIED WITH ANY ASPECT OF LTI'S WEBSITE, PRODUCTS OR SERVICES, OR THE JURY CONSULTING

SERVICES PROVIDED BY DECISIONQUEST, OR WITH ANY OF THESE TERMS OF USE, I AGREE THAT MY SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE LTI WEBSITE, PRODUCTS OR SERVICES, OR TO DISCONTINUE USING THE JURY CONSULTING SERVICES PROVIDED BY DECISIONQUEST.

I agree that LTI reserves the right to change the terms, conditions, and notices under which the web jury consulting services are offered, including but not limited to the charges associated with the purchase or use of such services.

I agree that I will not use the web jury consulting services for any purpose that is unlawful or prohibited by these terms, conditions, and notices.

I agree that I will not use the jury consulting services for a criminal case pending, that was once pending, or is contemplated to be pending in any court of law in Hamilton County, Tennessee. If I submit a form and payment pertaining in any way to a criminal case pending, that was once pending, or is contemplated to be pending in any court of law in Hamilton County, Tennessee, I understand that I will not receive any jury consulting services and I agree that any fee I pay should and will be forfeited.

I agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without reference to conflict of law principles. I agree that the venue for any disputes arising out of this Agreement shall be a state or federal court of competent jurisdiction in Hamilton County, Tennessee.

I agree that if any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

I agree that this agreement constitutes the entire agreement between the user, LTI and DecisionQuest and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user, LTI or DecisionQuest. I agree that a printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

I accept without modification all of the terms, conditions, and notices contained herein.