

Services Description

Effective: May 7, 2024

This PTI Description describes the Software and Services that may be ordered on an Order Form, or provided by PTI, and sets forth further Software-specific and Service-specific terms and conditions that may apply to PTI's provision and Customer's use of the Services. Capitalized terms not defined herein shall have the meanings assigned to them in the Terms of Service, or any other services agreements for the delivery of the Software and Services, as applicable. References to "Customer" herein will be a reference to "You" and "Your" as that term is defined in the Terms of Service.

1. **Software Licenses and Support.** During the Initial Term and any subsequent Renewal Term of this Agreement, PTI agrees to provide Software licenses identified in any Order Form on the following terms and conditions:
 - a. **Seat Licenses.** PTI grants to the Customer non-exclusive, non-transferable, non-assignable, revocable license rights to use and operate the Licensed Software, as identified in any Order Form, in object code form with the number of Seats identified in any Order Form. "Seats" shall mean the number of concurrent users who are authorized to access and use the Licensed Software at any given time (hereinafter, "Authorized Users"). Customer shall not permit the number of concurrent Authorized Users to exceed the cumulative number of Seats identified in their Order Form and are responsible for ensuring that its use of the Licensed Software complies with the permitted number of Seats.
 - b. **Support.** PTI agrees to provide the following support Services for any Software license purchased by Customer:
 - i. **General Support Services.** With any Software license, Customer will receive:
 1. unlimited toll-free telephone support and personal assistance via remote control of the Licensed Software on an as-needed basis between 9:00 AM and 5:00 PM local time within the continental United States;
 2. Licensed Software updates, as released by PTI, available as a download to Customer via the Licensed Software;
 3. updated practice forms, as released by PTI, available as a download to Licensee at <https://www.prevail.net/forms>;
 4. Licensed Software upgrades, as released by PTI and coordinated with PTI technical support at 407.228.4400 (additional costs for Licensed Software upgrades may apply); and

5. access to Premium Services discussed in Section 2(b) of this Agreement (access to Premium Services may not be available for all versions of the Licensed Software, additional costs for access to Premium Services may apply).
 - ii. **Reports.** PTI agrees to provide customized reporting regarding Customer data maintained within the Licensed Software. Customized reports will be prepared based upon specifications set forth by the Customer prior to preparation of the report. Customer agrees to pay PTI fees of \$100.00 for each custom report requested. Report fees will be assessed in the month they occur as a Use Cost.
 - iii. **After-Hours Support.** After-hours toll-free telephone support and personal assistance via remote control of the Licensed Software is available at a rate of \$150.00 per hour, minimum one (1) hour purchase and rounded to the closest quarter hour, due and payable as a Use Cost under this Agreement.
 - c. **Charges.** Except as otherwise provided for in this section, Charges for Software licenses and support will be invoiced and charged as an Annual Cost under the Agreement.
 2. **Onboarding and Training.** PTI agrees to provide onboarding and training regarding the Licensed Software with a live instructor for the number of hours specified in any Order Form. This training is available via phone and internet or in classroom (located in Orlando, FL). PTI will make commercially reasonable efforts to begin training within one week of the Effective Date. In the interim, Authorized Users may use the Licensed Software while referring to the Preval User Manual under the Preval Help menu. Charges for onboarding and training will be invoiced and charged as an Individual Cost under the Agreement.
 3. **Data Conversion.** PTI agrees to convert data from a database application used by Customer for the same or similar purpose as the Licensed Software to the Licensed Software. The conversion will only include database information specifically identified by the Customer on a form provided by PTI, and will specifically exclude all other information. This conversion does not include any customization to the Licensed Software, and data fields will be matched as closely as possible to the corresponding fields within the Licensed Software.
 - a. **Work Process.** The parties agree to adhere to the following work process regarding data conversion services:
 - i. **First Pass.** Customer is responsible for providing PTI with a complete copy of their data, or for making their data, and the software if necessary, available to PTI, with sufficient permissions to make a copy of their data. Customer understands that the conversion process will begin upon receipt of said data. Upon receipt of said data, PTI will write a custom application designed specifically to convert data from Customer's database application to the

Licensed Software. After completion of the custom application, a “first pass” data review appointment will be scheduled between the parties.

- ii. **Second Pass.** Using comments and change requests supplied by Customer in the “first pass” data review appointment, PTI will make appropriate changes to the custom application previously developed by PTI (hereinafter, the “Second Pass”). PTI will supply Customer with data converted by the modified custom application in a format demonstrable by the Licensed Software. Customer will review the converted data for inaccuracies and may supply additional comments and change requests to PTI following review of the converted data. PTI may, at its sole discretion, make further changes to the custom application developed by PTI and provide additional converted data to Customer.
 - iii. **Final Conversion.** Upon finalization of the custom application developed by PTI, the parties will schedule a final “go-live” conversion appointment (hereinafter, the “Go-Live Appointment”). Prior to the Go-Live Appointment, Customer will provide the most recent and up-to-date set of data to be converted to PTI along with a copy of their Licensed Software database. Customer understands that any data entered into their prior database application after providing the most recent and up-to-date data set will not be converted. Upon receipt of the final data set, PTI will run the developed custom application on the final data set and transfer the final converted data set in Licensed Software format to Customer via electronic transfer at the Go-Live Appointment. Data entered into the Licensed Software prior to the “final go-live conversion” appointment will be preserved and not be overwritten within the Licensed Software.
- b. **Timely Feedback.** PTI will make commercially reasonable efforts to complete the above work process within three months; however, the parties understand and agree that the timeframe for data conversion will be dependent largely upon the timeliness and accuracy of feedback from Customer to PTI. Customer will be responsible for contacting PTI, in writing via email or fax, with comments and/or corrections during the work process identified above. The parties understand and agree that PTI will take no action following each stage of the above work process until it receives written feedback and corrections from Customer.
 - c. **Data Consistency.** Customer understands and acknowledges that inconsistent data entry may result in conversion inconsistencies or loss of data. PTI will not be held responsible for these instances (e.g., inconsistent address, city, state, or first, middle, last name entries, or inconsistent use of dashes, slashes, parenthesis, spaces, or special characters, particularly in numeric or phone number fields).
 - d. **Corrupt Data.** Customer understands and acknowledges that any data found by PTI to be corrupt may not be converted to the Licensed Software. Conversion attempts on corrupt data may result in undeterminable or unrecognizable data. Corrupted data

includes files that have been modified by sources not authorized by the producer of software, and/or file inconsistencies created by application failure and/or hardware failure.

- e. **Charges.** PTI will calculate and invoice the Charges owed by Customer for data conversion prior to initiating data conversion services. Charges owed by Customer for data conversion services become due and payable as follows:
 - i. half of the Charges owed by Customer for data conversion becomes due and payable on the first of the month after the data is delivered to us in a usable format; and,
 - ii. the balance of the Charges owed by Customer for data conversion becomes due prior to the scheduling of the Go-Live Appointment.
4. **Cloud Hosting.** PTI agrees to provide, directly or through a third-party service provider, the following services to host the Licensed Software:
- a. **Application Hosting.** PTI will deploy Customer applications to Authorized Users across a network accessible from commercially available browsers as a Microsoft Windows display. PTI will maintain regular backups of Customer data hosted. PTI will supply hardware and infrastructure software for Citrix, server(s), server OS, back-ups, support, compliance, Adobe Reader, and will accommodate Licensee-supplied Microsoft 365 Business Pro or Microsoft Office 365 E3 licenses.
 - b. **Pre-Production Services.** PTI will install and configure software, create user accounts and assign rights, assign a static IP address and assign it to a server, and perform testing from Customer to the server.
 - c. **Production Services.** PTI will monitor traffic and performance of hardware and communicate any unplanned outages. PTI will provide guidance for migration to new applications, revisions, or upgrades. PTI will assist in connectivity issues, provide AES encryption/RC5 security to Customer data, provide Fortinet firewall, intrusion detection, virus prevention, web access monitoring, virtual private networking, password management, and spam filtering. PTI will provide up to 25 GB per Authorized User in storage space pooled among Authorized Users. PTI will provide support for Windows/iOS smart phones and tablets as needed to connect to the virtual environment.
 - d. **Availability.** PTI guarantees 99.99% uptime over a period of sixty (60) consecutive days availability of its servers. The following is not included in server uptime:
 - i. unavailability due to factor beyond PTI's control,

- ii. unavailability due to interruption of service at Licensee's facility,
 - iii. four hours per month of routine maintenances, done after hours or weekends with 48 hours' notice of such maintenance, and
 - iv. time reasonably required for immediate maintenance as needed to address pressing security threats, potential loss of data, or depletion of the integrity of the network.
 - e. **Additional Storage.** PTI agrees to provide additional storage space beyond the pooled allotment of storage space. Charges for additional storage will be assessed in the month they occur as a Use Cost at a rate of \$0.25 per GB, in \$5.00 increments.
5. **Client Portal.** PTI agrees to provide an online platform associated with the Licensed Software to be used by authorized users of the Licensed Software and third-party clients of Customer. The Client Portal service allows for the secure exchange of documents, messages, status, and contact information between intended users. Customer agrees not to use the Client Portal service to upload, display, or transmit any materials that are offensive, defamatory, threatening, obscene, unlawful, or which infringe on the rights (including intellectual property rights) of any other individual or entity. Customer agrees to indemnify and hold PTI harmless for any misuse of the Client Portal service by intended users associated with Customer. Charges for the Client Portal service will be invoiced and charged as an Recurring Cost under the Agreement.
6. **ERETrieve.** PTI agrees to provide integrated access to the Social Security Administration's Electronic Records Express site, allowing for download and organization of both exhibited and unexhibited files that have been enhanced to be fully searchable and indexed. The EREtrieve service uses login information provided by the Social Security Administration for use when accessing the Electronic Records Express site, and Customer grants PTI access and right to use such credentials for the sole purpose of enabling EREtrieve to access documents on the Customer's behalf. PTI does not store such credentials within the Licensed Software and Customer agrees to hold PTI harmless for any loss or misuse of such data related to the Social Security Administration's Electronic Records Express site, including Customer's credentials.
- a. **Charges.** Licensee agrees to pay PTI fees of \$5.00 per matter upon the first download/upload request made by Customer through the EREtrieve service. EREtrieve fees will be assessed in the month they occur as a Use Cost.
7. **Electronic Signature.** PTI agrees to provide electronic signature functionality with all forms generated through standard templates published by Prevail and two (2) custom templates developed jointly by Customer and PTI. Customer will be able to use the electronic signature functionality to request electronic signatures on 100 such documents each month.

- a. **Charges.** Charges for Electronic Signature services will be invoiced and charged as a Recurring Cost under the Agreement.
 - b. **Additional Documents, Custom Templates.** PTI agrees to provide electronic signature functionality beyond the monthly allotment. Overage costs will be assessed in the month they occur as a Use Cost at a rate of \$2.00 per document. PTI agrees to provide custom templates beyond the service allotment. Additional custom templates are available at a cost of \$40.00 per custom template assessed in the month they occur as a Use Cost.
8. **Third-Party Services.** License Software may utilize third-party services, tools, or integrations to enhance user experience or provide additional functionality. Customer use of such third-party services is subject to their respective terms and conditions. PTI does not endorse, control, or assume responsibility for any third-party services, and your interactions with them are solely between you and the third-party provider. Customer agrees that PTI shall not be liable for any damages or losses arising from use of or reliance on third-party services.
9. **Other Services.** From time to time, PTI may offer, and Licensee may accept, other services regarding the Licensed Software that are not specifically defined by this Agreement. Any services that are not explicitly defined in this Agreement shall be governed by the terms and conditions set forth in the Order Form concerning the service. Licensee acknowledges that other services may require modification to this Agreement and/or Charges.