



Secure Discovery Agreement Multi-Producing Party

Date

Parties

Agreement Number [Agreement#]

Notice: The parties to this Agreement are obliged to inform NCC Group of any changes in their circumstances (including change of name, principal office or contact details).

Discovery Agreement Dated**Between:**

- (1) [] whose principal office is at [address] ("**Company**"); and
- (2) NCC Group, Inc. a corporation organized and existing under the laws of Virginia with its principal office at 1731 Technology Drive, Suite 880, San Jose, California 95110, USA ("**NCC Group**").

Background:

- (A) Company and Producing Party (as defined below) are parties to the following Case: [].
- (B) Company requires the review of confidential data owned or controlled by various third parties (Producing Parties) in a managed environment.
- (C) Company and Producing Party are bound by the Protective Order entered in the [] v. [] case ("PROTECTIVE ORDER"),
- (D) Company and Producing Party would like the confidential data to be placed with a trusted third party, NCC Group, and for NCC Group to manage the confidential data and provide controlled access by the Company and/or its designated agents to such confidential data on the terms set out in this Agreement.

Agreement:

In consideration of the mutual undertakings and obligations contained in this Agreement, the parties agree that:

1 Definitions and Interpretation

- 1.1 In this Agreement the following terms shall have the following meanings:

"Agreement" means the terms and conditions of this discovery agreement set out below, including the Schedules hereto.

"Discovery Material" means material provided by one or more third parties to NCC Group in accordance with clause 2.1.1 of this Agreement including, but not limited to, source code, flow charts, schematics, drawings, specifications, documentation, design details, developer notes, each of which shall be recorded on either tape, disk, computer hard drives (internal or external) and other external electronic storage medium.

"Intellectual Property Rights" mean any copyright, patents, design patents, registered designs, design rights, utility models, trademarks, service marks, trade secrets, know how, database rights, moral rights, confidential information, trade or business names, domain names, and any other rights of a similar nature including industrial and proprietary rights and other similar protected rights in any country or jurisdiction together with all registrations, applications to register and rights to apply for registration of any of the aforementioned rights and any licenses of or in respect of such rights.

"Producing Party" means a third party who owns or controls the Intellectual Property Rights of materials subject to the Action defined above, and each of whom have registered into this Agreement by signing the Producing Party Registration Agreement attached as Exhibit X hereto.

- 1.2 This Agreement shall be interpreted in accordance with the following:

- 1.2.1 headings are for ease of reference only and shall not be taken into consideration in the interpretation of this Agreement;
- 1.2.2 all references to Clauses and Schedules are references to Clauses and Schedules of this Agreement; and
- 1.2.3 all references to a party or parties are references to a party or parties to this Agreement.

2 Registration of Producing Parties

- 2.1 Company may initiate the enrolment of a Producing Party by requesting that the Producing Party execute a Registration Agreement as attached in Appendix 1 and returning said Registration Agreement to NCC Group's US headquarters as shown above.
- 2.2 Upon receipt of an executed Registration Agreement, NCC Group shall acknowledge in writing the Producing Party's enrollment in this Escrow Agreement to both the Producing Party and the Company.

3 Producing Party Responsibilities

- 3.1 The Producing Party shall:
 - 3.1.1 Provide the Discovery Materials, or procure the delivery by the various third parties, to NCC Group within 30 days of the date of their registration into this Agreement;

- 3.1.2 Discovery Material will be provided on CD-ROM(s) or DVD(s), unless such Producing Party elects to deposit a secure laptop or CPU containing the Discovery Material on its internal hard drive.
- 3.2 The Producing Party shall deliver to NCC Group Discovery Materials in accordance with the following:
- 3.2.1 Producing Party shall enter a description of Discovery Materials into the Deposit form shown in Schedule 1 and shall include a description of subsequent deposits of Discovery Materials when such are made available to NCC Group. Such description of Discovery Materials shall be incorporated into this Escrow Agreement as Material Schedule 1.
- 3.2.1.1 Producing Party shall print and sign a copy of Material Schedule 1, and submit it with the initial deposit of Discovery Materials and all subsequent deposits.
- 3.2.1.2 When NCC Group receives the Discovery Materials, NCC Group shall conduct a visual deposit inspection. At completion of the deposit inspection, if NCC Group determines that the labeling of the media matches the item descriptions and quantity on Material Schedule 1, NCC Group will date and sign Material Schedule 1 and mail a copy thereof to the Producing Party and Company. If NCC Group determines that the labeling does not match the item descriptions or quantity on Material Schedule 1, NCC Group will (i) note the discrepancies in writing on Material Schedule 1 (ii) date and sign Material Schedule 1 with the exceptions notes and (iii) mail a copy of Material Schedule 1 to Producing Party and Company.
- 3.2.2 Producing Party may make updates to its Discovery Materials as necessary to comply with this Agreement and the Case. Update Deposits shall be processed in the same manner as laid out above.
- 3.2.3 The Producing Party represents that they have the lawful right to transfer or procure the transfer of all of the Discovery Materials to NCC Group and represent and warrant that the Discovery Material will not include or contain any (a) highly flammable, explosive, toxic materials, or illegal, hazardous, dangerous or unsafe materials (b) specimens, tissue samples, or other biological materials, (c) memorabilia or collectibles (d) materials having historical value (such as historical manuscripts, journals or photographs) (e) artwork (f) negotiable instruments, currency, negotiable or uncancelled stocks or bonds, jewelry or (g) other items that have intrinsic market value. NCC Group reserves the right to open and inspect any cartons or containers of Discovery Materials tendered under this Agreement and to refuse acceptance of any Discovery Materials which fail to comply with the terms of this Agreement. NCC Group may refuse any Discovery Materials stored in unusual or non-standard containers.

4 NCC Group's Duties

- 4.1 NCC Group shall:
- 4.1.1 at all times during the term of this Agreement, retain the Discovery Material in a safe and secure environment;
- 4.1.2 inform the Producing Party and Company of the receipt of any deposit of the Discovery Material by sending to each of them a notice informing them of such receipt; and
- 4.2 Other than NCC Group's visual inspection of the Discovery Material, NCC Group shall have no obligation or responsibility to verify or determine the validity, trustworthiness, or viability of Discovery Materials deposited with NCC Group, and NCC Group shall bear no responsibility whatsoever to determine the existence, relevance, completeness, validity, viability, trustworthiness or accuracy of the Discovery Materials or its conformance to any specifications delineated in this or any other agreement. NCC Group shall have no obligation or responsibility to verify or determine the relevance, completeness, validity, viability, trustworthiness or accuracy of the information input by Producing Party onto the storage medium or the Deposit Form.
- 4.3 In the event of failure by the Producing Party to procure the deposit of any Discovery Material with NCC Group, NCC Group shall not be responsible for procuring such deposit and may, at its sole discretion, notify the Producing Party and Company of the failure to deposit any Discovery Material.
- 4.4 NCC Group shall supply a suitable room in which to conduct a review of the Discovery Material. Further, NCC Group shall supply a computer, or computers, as specifically requested by the Company to conduct the review of deposited media containing Discovery Material. The systems provided by NCC Group shall be configured to provide the security and access controls specified in the Protective Order.

- 4.5 NCC Group shall not acquire any right or interest the Producing Party's intellectual property rights embodied in the Discovery Materials.

5 Inspection by Company

- 5.1 If Company desires to inspect the Discovery Materials, Company shall provide PRODUCING PARTY/PRODUCING PARTY and NCC Group with at least five (5) days prior written notice. This notice shall include the names of Company's Representatives who will be visiting NCC Group's facility. Company's Representatives will present NCC Group with two forms of ID when entering NCC Group's facility, including one form of picture ID. NCC Group shall make the Discovery Materials available for inspection during regular business hours (8:00 a.m. to 5:00 p.m. local time, Monday-Friday). Access to the Discovery Materials may also be arranged for Saturdays and Sundays, provided NCC Group's resources are available, providing that such request be delivered with at least five (5) days prior written notice. Once Company has given notice and has begun an inspection, if it finds that it needs additional time to complete the inspection, it may request an extension of the time of the inspection (i) an additional business day or days, by notifying NCC Group no later than 12:00 p.m. on the day before the first additional business day during which Company wants to extend the inspection, (ii) to after 5:00 p.m. on a business day by notifying NCC Group no later than 12:00 p.m. on the business day that Company wants to continue the inspection beyond 5:00 p.m., provided in each case that NCC Group shall have the right to deny such request should resources not be available to adequately staff and control access to the review process..
- 5.2 The inspection shall be in the presence of a representative(s) of NCC Group, and will occur at NCC Group facility solely designated by NCC Group. All Discovery Materials inspected shall be used solely for the prosecution or defense of the claims in the COMPANY case. Company may print Discovery Materials as set forth above, but shall not modify the Discovery Materials on the computer at the NCC Group facility. Company may create a back-up copy of the Discovery Materials on the computer and use searching tools for inspecting the Discovery Materials and to annotate, number the lines of, and bates label the pages of, the back-up copy of the Discovery Materials. The back-up copy will remain on the computer and be subject to all provisions of the PROTECTIVE ORDER and this Discovery Agreement.
- 5.3 The Company representatives permitted to inspect the Discovery Materials shall be limited to, and subject to, the terms of the PROTECTIVE ORDER. Company representatives present at the facility for inspection of the Discovery Materials shall be permitted to bring laptops, notebooks, or paper and pen into the NCC Group facility, and shall be permitted to take notes solely for the purpose of litigating the Company case. Company shall be limited to three Representatives conducting an inspection at any one time. Pursuant to the PROTECTIVE ORDER, any such notes, files, reports or other documents will be properly designated "CONTAINS CONFIDENTIAL PLAINTIFFS' OUTSIDE COUNSEL-EYES ONLY INFORMATION, SUBJECT TO PROTECTIVE ORDER" or "CONTAINS CONFIDENTIAL OUTSIDE COUNSEL-EYES ONLY INFORMATION, SUBJECT TO PROTECTIVE ORDER" as appropriate. Cameras, cell phones, MP3 Players and any form of recording device shall not be permitted inside the review room.
- 5.4 During any Inspection by Company, should the Company wish to review electronic records, including source code, the computer to review such records shall be connected to a single printer. The computer and the storage medium for the Discovery Materials shall not have any Internet connection, wireless card, port, USB or other port, floppy drive, or any other operative connection to which a memory device may be connected or the Escrow Materials or information regarding the Discovery Materials may be transferred. The Company shall provide paper premarked with sequential bates numbers, with each page prestamped with the highest confidentiality designation under the PROTECTIVE ORDER. Company agrees to print only those pages deemed by Company in good faith to be relevant to Company's claims or the Producing Party's defense. All pages printed by Company's representatives shall be tracked in a log by Company, which shall identify the section of the Discovery Materials printed and the associated bates range. The log shall be kept at the review facility, and will be provided, upon written request, to the Producing Party on the day that Company's infringement expert report is served.
- 5.5 Any laptop or other electronic device brought into the NCC Group facility shall not be connected to the computer or storage medium holding the Discovery Materials or to any network of any kind.
- 5.6 The parties agree that the presence of a NCC Group representative during the inspection by Company representatives, as set forth above, does not waive any attorney work-product or other privilege that might otherwise be available to Company.

6 Payment

- 6.1 Company and the Producing Party shall pay NCC Group's fees and charges as listed in Schedule 2 and any applicable federal, state, local and other taxes relating to this Agreement or any services provided hereunder. Each Company and Producing party agrees to pay its pro-rata share of the cost of the Escrow Agent fees. NCC Group's fees as published are exclusive of any applicable sales tax. All initial and registration fees will be invoiced in advance. All other amounts due under this Agreement will be invoiced monthly in arrears.
- 6.2 If NCC Group is required to perform any additional or extraordinary services as a result of being custodian under this Agreement including intervention in any litigation or proceeding, NCC Group shall receive reasonable compensation for such services and be reimbursed for all costs incurred, including reasonable attorney's fees.
- 6.3 If any payment due to NCC Group is collected at law, or through an attorney-at-law or under advice from an attorney-at-law, or through a collection agency, each party agrees to pay all costs of collection including, without limitation, all court costs and reasonable attorneys' fees.
- 6.4 If payment has not been made by the Company in accordance with this Agreement then NCC Group may suspend all or any part of the Services until all payments due are made. If Services are suspended or cancelled Company and Producing Party shall remain liable for all payments accrued during such period of suspension.
- 6.5 NCC Group shall be entitled to review and vary its standard fees and charges for the Services under this Agreement from time to time but no more than once a year and only upon 45 days written notice to Company and the Producing Party.
- 6.6 All invoices are payable within 30 days from the date of invoice. Interest shall accrue at the lesser of 1.5% per month or the maximum amount permitted by applicable law for any fees that are undisputed by the paying party and remain unpaid for more than 30 days past the due date of the applicable invoice.
- 6.7 In the event of a dispute made in good faith as to the amount of fees, the party responsible for payment agrees to remit payment on any undisputed amount(s) in accordance with Clause 5.1 above. In such circumstances, the interest on the fees shall not accrue as to any disputed amounts unless not paid within 30 days after such dispute has been resolved by the parties.

7 Confidentiality

- 7.1 The Discovery Material shall remain at all times the confidential and intellectual property of its owner.
- 7.2 NCC Group will use commercially reasonable efforts to (a) maintain as confidential the Discovery Material and all information obtained by it with respect to the Company and Producing Party in the performance of the Services hereunder (subject to clause 5.3 and 5.4) and (b) not to use such confidential information other than in the performance of the Services and exercise of NCC Group's rights pursuant to this Agreement.
- 7.3 Notwithstanding anything other provisions of this Agreement, if any Discovery Materials are subpoenaed pursuant to an order of any court, or any other order, judgment or decree is made or entered by any court or governmental agency affecting the Discovery Materials or any part thereof (collectively an "Order"), NCC Group is expressly authorized in its sole discretion to obey and comply with the Order, without the necessity of inquiring whether such court or agency had jurisdiction or inquiring into any other matter affecting the validity of the Order. NCC Group shall not be liable to the Company, Producing Party or any third party by reason of compliance with any Order, notwithstanding that the Order may subsequently be reversed, modified or vacated. NCC Group will use all reasonable efforts to provide the Company with prompt written notice of the receipt of any Order to allow the Company or Producing Party an opportunity to protect their interests. The Company and Producing Party agree to pay NCC Group's reasonable costs incurred in complying with any Order.

8 NCC Group's Liability

- 8.1 Nothing in this Clause 8 excludes or limits the liability of NCC Group for gross negligence or intentional misconduct. Subject to this, NCC Group's responsibility to the Company and Producing Parties is limited to the exercise of reasonable care and skill consistent with that of the data protection industry. Except as provided in this clause 8.1, NCC Group makes no representations or warranties of any kind, nature or description, express or implied, with respect to the Services, including, without limitation, any warranty of merchantability or fitness for a particular purpose and NCC Group hereby disclaims the same.
- 8.2 In the event a claim arises out of or in connection with any failure or delay in the performance of the Services, NCC Group's liability shall be limited to the fees paid under this Agreement for that particular Service and in no event will NCC Group's cumulative liability with respect to all claims exceed a maximum amount equal to the greater of (a) the fees paid hereunder during the 12 month period immediately prior to the date of the Company's first claim (except as may otherwise be required by applicable law) or (b) \$100,000. In no event shall any of the parties be

liable to any of the other parties, whether in contract, tort or under any other legal theory (including, without limitation, negligence or strict liability) for loss, damage or destruction of any information or data contained in the Discovery Material, for the cost of recreating such information, for lost profits or revenues, loss of use or similar economic loss, or for any indirect, special, incidental, consequential or similar damages arising out of or in connection with this Agreement or any Services provided or for any claim made against the parties by any other person even if NCC Group has been advised of the possibility of such claim.

- 8.3 NCC Group shall not be responsible in any manner whatsoever for any failure or inability of the Company or Producing Party to perform or comply with any provision of this Agreement.
- 8.4 NCC Group shall not be liable in any way to the Company or Producing Party for acting in accordance with the terms of this Agreement and specifically (without limitation) for acting upon any notice, written request, waiver, consent, receipt or any other document furnished to it pursuant to and in accordance with this Agreement.
- 8.5 NCC Group shall not be required to make any investigation into and shall be entitled in good faith without incurring any liability to the Company or Producing Party to assume (without requesting evidence thereof) the validity, authenticity, veracity and due and authorized execution of any documents, written requests, waivers, consents, receipts, statutory declarations or notices received by it in respect of this Agreement.
- 8.6 The Company or Producing Party must make any claim for missing or damaged Discovery Material in writing to NCC Group within 30 days after delivery to the Company or the third parties who delivered such Discovery Material pursuant to clause 3.1.1. No other action arising out of or in connection with this Agreement (other than an action by NCC Group for any amount due to NCC Group) may be brought more than one year after the cause of action has arisen.

9 Indemnity

The Company and Producing Party each agree to defend and indemnify NCC Group and to hold NCC Group harmless from and against any claims, suits or other proceedings, actions, losses, actual and reasonable out of pocket costs, liabilities or expenses incurred in connection with the defense thereof (including court costs and reasonable attorney's fees), in each case which may be imposed on, or incurred by or asserted against NCC Group in any way arising out of or relating to this Agreement, provided that the Company shall not be liable for any indemnification amount resulting solely from NCC Group's negligence or intentional misconduct.

10 Term and Termination

- 10.1 This Agreement shall continue until terminated in accordance with this Clause 10.
- 10.2 If the relevant Company or Producing Party, as the case may be, fails to pay an invoice addressed to it for Services under this Agreement within 30 days of its issue, NCC Group reserves the right to give that Company or Producing Party written notice to pay the outstanding invoice within 30 days. If that party has not paid its invoice by the expiry of this second 30 day notice period, NCC Group will give the other party or parties a period of 30 days to pay the invoice. If it does not do so, NCC Group shall have the right to terminate this Agreement without further notice. Any amounts owed by one party but paid by another Company will be recoverable by the paying party direct from the other party as a debt and, if requested, NCC Group shall provide appropriate documentation to assist in such recovery.
- 10.3 Upon termination under the provisions of Clause 10.2, for 30 days from the date of termination NCC Group will make the Discovery Material available for collection by the Producing Party who delivered it from the premises of NCC Group during office hours. After such 30 day period NCC Group has the authority to destroy the Discovery Material.
- 10.4 Notwithstanding any other provision of this Clause 10, NCC Group may resign as custodian hereunder and terminate this Agreement by giving thirty (30) days written notice to the parties. In that event, the parties shall appoint a mutually acceptable new custodian on similar terms and conditions to those contained herein. If a new custodian is not appointed within 14 days of delivery of such notice, the parties shall be entitled to request the American Arbitration Association to appoint a suitable new custodian upon terms and conditions consistent with those in this Agreement. Such appointment shall be final and binding on the parties. If NCC Group is notified of the new custodian within the notice period, NCC Group will forthwith deliver the Discovery Material to the new custodian. If NCC Group is not notified of the new custodian within the notice period, NCC Group will return the Discovery Material to the party who delivered it to NCC Group pursuant to clause 3.1.1.
- 10.5 The Company may terminate this Agreement in whole or in part (in reference to a single Producing Party) at any time upon settlement or resolution of the Case involving one or all Producing Parties, by giving thirty (30) days joint prior written notice to NCC Group. Upon such termination, NCC Group will return the Discovery Material to the party who delivered it to NCC Group pursuant to clause 3.1.1.

- 10.6 The provisions of Clauses 1, 5, 8, 9, 10.6 to 10.8 (inclusive) and 11 shall continue in full force after termination of this Agreement.
- 10.7 On and after termination of this Agreement, the parties (as appropriate) shall remain liable to NCC Group for payment in full of any fees and interest which have become due but which have not been paid as at the date of termination.
- 10.8 The termination of this Agreement, however arising, shall be without prejudice to the rights accrued to the parties prior to termination.

11 Dispute Resolution

- 11.1 Disputes between Company and Producing Party: Any dispute between Company and the Producing Party relating to the Case shall be governed by Federal law and resolved by the Court presiding over the Case.
- 11.2 Disputes between (1) NCC Group and (2) Company or Producing Party: With respect to any dispute between (1) NCC Group and (2) Company or the Producing Party, this Electronic Discovery Agreement shall be deemed entered into in California and will be governed by and construed according to the laws of the State of California, excluding that body of law known as conflicts of law. The parties agree that any dispute between (1) NCC Group and (2) Company or the Producing Party arising under this Electronic Discovery Agreement will be resolved in the state or federal courts in Santa Clara County, California and the parties hereby expressly consent to jurisdiction thereof.

12 General

- 12.1 A party shall notify the other parties to this Agreement, within 30 days of its occurrence, of any of the following:
- 12.1.1 a change of its name, principal office, contact address or other contact details; and
- 12.1.2 any material change in its circumstances that may affect the validity or operation of this Agreement.
- 12.2 This Agreement shall be deemed entered into in California and will be governed by and construed according to the laws of the state of California, excluding that body of law known as conflict of law. The parties agree that any dispute arising under this Agreement will be resolved in the state or federal courts in Santa Clara County, California and the parties hereby expressly consent to the jurisdiction thereof.
- 12.3 This Agreement represents the whole agreement relating to the custodian arrangements between NCC Group and the parties for the Discovery Material and shall supersede all prior agreements, discussions, arrangements, representations, negotiations and undertakings.
- 12.4 Unless the provisions of this Agreement otherwise provide, any notice or other communication required or permitted to be given or made in writing hereunder shall be validly given or made if delivered by hand or courier or if dispatched by certified or registered mail (airmail if overseas) addressed to the address specified for the parties in this Agreement (or such other address as may be notified to the parties from time to time) or if sent by facsimile message to such facsimile number as has been notified to the parties from time to time and shall be deemed to have been received:
- (i) if delivered by hand or courier, at the time of delivery;
- (ii) if sent by certified or registered mail (airmail if overseas), 3 business days after posting (6 days if sent by airmail);
- (iii) if sent by facsimile, at the time of completion of the transmission of the facsimile with facsimile machine confirmation of transmission to the correct facsimile number of all pages of the notice.
- 12.5 Except where one of the parties merges, is acquired or has substantially all of its assets acquired and the new entity or acquirer agrees to assume all of their obligations and liabilities under this Agreement, the parties shall not assign, transfer or subcontract this Agreement or any rights or obligations hereunder without the prior written consent of the other parties.
- 12.6 NCC Group shall be entitled to transfer or assign this Agreement upon written notice to both the parties.
- 12.7 This Agreement shall be binding upon and survive for the benefit of the successors in title and permitted assigns of the parties.
- 12.8 If any provision of this Agreement is declared too broad in any respect to permit enforcement to its full extent, the parties agree that such provision shall be enforced to the maximum extent permitted by law and that such provision shall be deemed to be varied accordingly. If any

provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it shall, to the extent of such illegality, invalidity or unenforceability, be deemed severable and the remaining part of the provision and the rest of the provisions of this Agreement shall continue in full force and effect.

- 12.9 Save as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorized representative of each of the parties to it.
- 12.10 The parties shall not be liable to each other or be deemed to be in breach of this Agreement by reason of any delay in performing, or failure to perform, any of their obligations under this Agreement if the delay or failure was for a reason beyond that party's reasonable control (including, without limitation, fire, flood, earthquake, explosion, the elements, epidemic, accidents or unavoidable casualties, riot, civil commotion, labour disputes, interruptions of or delays in transportation or communications, decisions or requirements, whether valid, invalid, formal or informal, of any government, agency, board or official, any strike, lockout or other industrial action, act of God, war or warlike hostilities or threat of war, terrorist activities, accidental or malicious damage, or any prohibition or restriction by any governments or other legal authority which affects this Agreement and which is not in force on the date of this Agreement). A party claiming to be unable to perform its obligations under this Agreement (either on time or at all) in any of the circumstances set out above must notify the other parties of the nature and extent of the circumstances in question as soon as practicable. If such circumstances continue for more than six months, any of the other parties shall be entitled to terminate this Agreement by giving one month's notice in writing.
- 12.11 No waiver by any party of any breach of any provisions of this Agreement shall be deemed to be a waiver of any subsequent or other breach and no failure to exercise or delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof.
- 12.12 This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

Signed for and on behalf of []

Name: |

Position: | (Authorized Signatory)

Signed for and on behalf of NCC GROUP, INC.

Name: |

Position: | (Authorized Signatory)

Appendix 1

Registration Agreement

NOTE: A COPY OF THIS REGISTRATION AGREEMENT MUST BE DULY SIGNED BY AN AUTHORIZED SIGNATORY AND RETURNED TO NCC GROUP BEFORE A LICENSEE CAN CLAIM PROTECTION UNDER THE ESCROW AGREEMENT.

Agreement between:

- (1) [CompanyName] whose principal office is at [Companyaddress] ("**Company**");
- (2) NCC Group, Inc. a corporation organized and existing under the laws of Virginia with its principal office at 1731 Technology Drive, Suite 880, San Jose, California 95110, USA ("**NCC Group**"); and
- (3) Producing Party's Name: _____, whose principal office is at _____
 _____ ("**Producing Party**");

Agreement:

- 1 This registration agreement ("**Registration Agreement**") is supplemental to the terms and conditions of the Electronic Discovery Escrow agreement number [Agreement#] dated _____ ("**Agreement**") between Company and NCC Group.
- 2 This Registration Agreement and the Electronic Discovery Agreement together shall form a binding agreement between Company, NCC Group and Producing Party in accordance with the terms of the Agreement.
- 3 Producing Party agrees to defend and indemnify NCC Group and to hold NCC Group harmless from and against any claims, suits or other proceedings, actions, losses, costs, liabilities or expenses incurred in connection with the defense thereof (including reasonable attorney's fees), in each case which may be imposed on, or incurred by or asserted against NCC Group in any way arising out of or relating to this Agreement, provided that Producing Party shall not be liable for that portion of any such indemnification amount resulting from NCC Group's negligence or intentional misconduct.
- 4 Producing Party hereby agrees to take the benefit of, agrees and undertakes to perform its obligations under and be bound by the terms and conditions of the Electronic Discovery Agreement as though they were a party to the Escrow Agreement and named therein as a Producing Party.
- 5 Company and Producing Party agree to compensate NCC Group for its services pursuant to the Fees provision found within Electronic Discovery Agreement.
- 6 This Registration Agreement shall take effect when NCC Group has:
 - (i) received executed Registration as evidenced hereto;
 - (ii) acknowledged in writing to Company and Producing Party that it has received a copy of this Registration Agreement completed and duly executed; and
 - (iii) registered Producing Party as a party to the Electronic Discovery Agreement.

Signed for and on behalf of [Companyname]

Name: |

Position: | (Authorized Signatory)

Date: |

Signed for and on behalf of [ProducingPartyname]

Name: |

Position: | (Authorized Signatory)

Date: |

Signed for and on behalf of NCC GROUP, INC.

Name: |

Position: | (Authorized Signatory)

Date: |

Schedule 1
Deposit Form

ESCROW MATERIALS DEPOSIT FORM	
Escrow Account Number:	[Agreement Number]
Product Name:	[Software Name]
Date:	



DEPOSITOR DETAILS

Company Name:		Technical Contact:	
Address:		Signature:	
		Position:	
Telephone No:		Email Address:	

MATERIAL DETAILS

Media Type (e.g. Disc, Tape etc.)	Number of media items	Name of Software	Version/Release
Hardcopy Documents (please supply details):			
Softcopy Documents (please give location on media, e.g. \docs\build):			
What Hardware was used to create the media deposit?			
What Operating System was used?			
What Backup Command/Software was used?			
What Software Compression has been used?			
What Encryption/Password Protection has been used?			
In what Development Language is the source code written?			
Approximate size of the data on the media in megabytes?			
Provide details of any third party software required to access/compile the material.			
Provide details of any additional build information.			

The following information MUST be provided for NCC Group to accept the deposit of escrow material:

If this is your initial/first deposit, please fill in Section 1.

If this is your second or subsequent deposit (i.e. a replacement/update) please fill in Section 2.

<p>SECTION 1: Initial Deposit (First Deposit) – Is this a complete deposit? <input type="checkbox"/> YES <input type="checkbox"/> NO if NO, please indicate when the rest of the deposit will be sent _____</p> <p>SECTION 2: Deposit Updates/Replacements – Is the deposit a complete replacement of any of the previous deposits? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>If YES, would you like the past deposit(s) to be: <input type="checkbox"/> RETAINED <input type="checkbox"/> RETURNED <input type="checkbox"/> DESTROYED *For returns and destroys, please specify which deposit(s) this applies to by reference to the month and year of delivery to NCC Group</p> <p>(Tick 'ALL' if all previous deposits): <input type="checkbox"/> ALL <input type="checkbox"/> SPECIFIC DEPOSIT(S):</p>

Signature: of Recipient: _____	Date material received by NCC Group: _____
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Schedule 2

NCC Group's Fees

NCC Group Electronic Discovery Fee Schedule

Service	Features	Cost
Initial Acceptance Fee	<ul style="list-style-type: none"> Covers the negotiation and set up of the Electronic Discovery agreement. 	\$2,500.00
Producing Party Registration	<ul style="list-style-type: none"> Registration of new Producing Party to Electronic Discovery account. 	\$650.00
Review Room	<ul style="list-style-type: none"> Secure, dedicated room located inside a controlled-access facility. Facility features: <ul style="list-style-type: none"> 24/7 security monitoring Back-up generators on site to protect against power failures Steady-state humidity controls Steady-state temperature controls FM-200/Halon gas (non-water based) fire suppression system Steel-reinforced construction, with wind protection up to 150 mph 4 hour fire rating Room locked independently with controlled key access Room limited to access of court authorized individuals only 8 a.m. to 5 p.m., Monday thru Friday – After Hours access potentially available with advance notice 	\$2,500 per week (one-week minimum)
Technical Assistance	<ul style="list-style-type: none"> Computer set-up or repair Hard drive removal to the court at conclusion of Review Period Supervision of permitted technical activities 	\$350 per hour
Computer Equipment	<ul style="list-style-type: none"> Supply equipment based on specifications needed to perform the electronic discovery work 	Quote based on specific requirements
Other Equipment	<ul style="list-style-type: none"> Supply printers, software or other equipment or supplies required to perform electronic discovery work. 	Quote based on specific requirements

Administrator NCC Group Witness	<ul style="list-style-type: none"> Ensures compliance with court order Monitors court permitted activities Allows entry to Review Room only to individuals with proper authority and identification 9am to 5pm standard coverage 	\$1,600 per week (one-week minimum) Other schedules defined below (as available & scheduled in advance)		
Position/Service	Hours	Days	Rate	Unit
Administrator	9am - 5pm	Weekdays	\$1,600.00	Per Week
Administrator	5pm - 10pm (if available)	Weekdays	\$300.00	Per Day
Administrator	10pm - 8am (if available)	Weekdays	\$900.00	Per Day
Administrator	9am - 5pm	Weekends (if available)	\$675.00	Per Day
Administrator	5pm - 10pm	Weekends (if available)	\$600.00	Per Day
Administrator	10pm - 8am	Weekends (if available)	\$1,500.00	Per Day
Review Room	9am - 5pm	Weekdays	\$2,500.00	Per Week
Review Room	After Hours (if available)	Weekdays	\$250.00	Per Day
Review Room	All Day (if available)	Weekends	\$750.00	Per Day
Officer Time	<ul style="list-style-type: none"> Officer Level NCC Group Representative's time for extraneous activities in support of the Project Handles communication, coordination and initiates and reviews official account correspondence Supervises NCC Group Administrator Manages the procurement of required systems 	\$100.00 per Hour (as required)		
Weekly Minimum	<ul style="list-style-type: none"> Storage of Escrow Materials and Review Computers Retainer for Review Room Availability 	\$250.00 per Week		