



Elevate Services Australia, Pty. Ltd.
Level 3, 44 Martin Place, Sydney, NSW 2000
ACN: 167 311 382

Master Services Agreement

THIS MASTER SERVICES AGREEMENT (the "*Agreement*") is made and entered into as of October 16, 2017 (the "*Effective Date*") between Allens Operations Pty Ltd (ABN: 87 004 992 607), with its office at Level 28, Deutsche Bank Place, 126 Philip Street, Sydney, NSW 2000 (the "*Company*") and Elevate Services Australia, Pty. Ltd., Level 3, 44 Martin Place, Sydney, NSW 2000 ("*Elevate*").

WHEREAS,

- I. The Company provides business services to the law firm known as Allens;
- II. Elevate provides consulting, technology and outsourcing services to law firms and corporations; and
- III. The Company desires to retain and Elevate agrees to provide those services specified herein in accordance with the terms and conditions provided in this Agreement.

THEREFORE, the parties agree as follows:

1. DEFINITIONS

- 1.1 "*Affiliates*" means any individual, corporation, partnership, limited liability company, trust, or legal entity which controls, is controlled by, or are under common control with the referenced party.
- 1.2 "*Allens Group*" means the law firm Allens (ABN 47 702 595 758) and the totality of the entities (including all partnerships, trusts and companies) carrying on business under the name 'Allens' and derivatives of that name, from time to time, including Allens Operations Pty Ltd and any predecessor entities, successors or assignees.
- 1.3 "*Company Properties*" means all pre-existing materials owned or developed by or licensed by the Company, including Work Products.
- 1.4 "*Confidential Information*" includes, but is not limited to, any non-public information, know-how, concepts, ideas, sales or client information, vendor information, information relating to any technology, software, future products and/or trade secrets that:
 - i. is designated as confidential by either party; and/or
 - ii. Any reasonable person knows or should know to be confidential.
- 1.5 "*Confidential Materials*" means any and all tangible media or materials that contains or discloses Confidential Information, including any paper documents, computer drives, computer tapes and other computer memory devices in human or machine readable formats.
- 1.6 "*Discloser*" means the party disclosing Confidential Information.
- 1.7 "*Elevate Properties*" means all pre-existing intellectual property of Elevate, including but not limited to methodologies, know-how, tool kits, processes, systems, software, created or otherwise acquired by Elevate.
- 1.8 "*Expenses*" means all expenses reasonably incurred by Elevate and its personnel in course of performing the Services.

- 1.9 “Fees” means any rates, charges, Expenses and other amounts specified in the applicable Statement of Work for Services rendered.
- 1.10 “Receiver” means the party receiving Confidential Information.
- 1.11 “Services” means all consulting, programming, outsourcing and other related services as requested by the Company and provided by Elevate or its Affiliates from time to time.
- 1.12 “Statement(s) of Work or SOW” means a Services request in a form similar to Exhibit A, mutually agreed and executed by the parties and made a part of this Agreement.
- 1.13 “Term” means the term of the Agreement as provided in Section 4 below.
- 1.14 “Work Products” means any and all documents, information, material or other creation and/or deliverables, excluding any Elevate Properties, produced by Elevate in the performance of the Services.

2. SERVICES

Elevate shall provide the Services documented in a Statement of Work to the Company at the instruction of an authorised person of the Company. The terms of a Statement of Work shall be incorporated into and form a part of this Agreement. If there is a conflict between this Agreement and a Statement of Work, the terms of this Agreement will govern, unless expressly stated otherwise in the Statement of Work.

3. PRICING, INVOICING AND PAYMENT

- 3.1 Fees and Invoicing. The Company will pay Fees to Elevate in a timely manner. The Company agrees to make payments of all undisputed amounts due to Elevate within thirty (30) days from the date of invoice. The Company will be responsible for paying all applicable taxes, including but not limited to sales tax, excise duty, VAT, excluding any taxes based upon Elevate’s income or payroll. Fees for Services will be considered earned as the Services are performed.
- 3.2 Late Payment. Any invoice not paid when due shall bear interest @12% per annum.
- 3.3 Annual Price Adjustments. Elevate shall have the right to submit changes to the pricing annually from the date of the SOW for changes to the applicable wage inflation rate for the country from which the Services are delivered. Elevate shall send a notification of the pricing change to the Company thirty (30) days prior to the effective date of the change.
- 3.4 Currency adjustments. Where the payment under any SOW is being made in US Dollars, at the end of each six (6) month period, starting from the Effective Date of such SOW, the pricing will be adjusted up or down for any change in the foreign exchange rate from the currency of the country from which the Services are delivered per USD \$1. In the event of a Currency Adjustment, Elevate shall send a notification of the pricing change to the Company thirty (30) days prior to the effective date of the change.
- 3.5 Expenses. The Company shall reimburse Elevate for Expenses incurred in accordance with the Company’s reimbursement policy, as provided to Elevate from time to time. Such Expenses shall include but not be limited to travel costs, lodging, telephone, meal expenses and per diem. Expenses must be authorised in advance.

4. TERM AND TERMINATION

4.1 Term. The Term of this Agreement shall commence as of the Effective Date and shall continue thereafter for two (2) calendar years. The Term shall automatically renew for successive one (1) calendar year unless terminated in accordance with the below termination clause. Each Statement of Work may have its own termination provisions. Notice of termination or termination of any Statement of Work shall not be considered notice of termination or termination of this Agreement.

4.2 Termination for Convenience. Either party may terminate this Agreement without cause upon sixty (60) days' written notice to the other party.

4.3 Termination for Cause. Either party may terminate this Agreement at any time in the event of the following:

- i. Immediately, if a voluntary arrangement is approved, a bankruptcy or administration order is made or an administrative receiver is appointed over any of the other party's assets; an undertaking or a resolution or petition to wind up the other party is passed or presented (other than for the purposes of amalgamation or reorganisation); and/or any circumstances arise which entitle a court or a creditor to appoint an administrative receiver or to present a winding-up petition or make a winding-up order in respect of the other party; or
- ii. Upon thirty (30) days' notice of material breach of this Agreement if the notified Party fails to cure such breach within such notice period.

4.4 Outcome of Termination. In the event of termination:

- i. Both parties shall return or destroy all Confidential Information of the other party;
- ii. Elevate shall deliver all Work Products to the Company in its then current form; and
- iii. The Company shall pay Elevate for all Services duly authorised by the Company and actually performed by Elevate, including for any Work Products (whether complete or in draft form), delivered to the Company. In addition, the Company shall also pay for any approved Expenses incurred by Elevate.

5. INTELLECTUAL PROPERTY

5.1 Company Properties. All Company Properties shall remain the sole and exclusive property of the Company.

5.2 Elevate Properties. Elevate Properties shall remain the sole and exclusive property of Elevate. Elevate retains all rights, copyright, patent and other intellectual property rights in such Elevate Properties. Elevate may use, modify, disclose or otherwise commercially exploit Elevate Properties for other clients. If any Elevate Properties is used in any Work Product:

- i. Such Elevate Property shall remain the property of Elevate; and
- ii. Subject to full payment for the Work Product by the Company, Elevate grants a non-exclusive, perpetual and royalty free license to the Company use the Elevate Properties incorporated in Company Properties.

5.3 Third Party Properties. Nothing herein shall cause or imply any sale, license or other transfer of third party software or products from one party to the other.

6. CONFIDENTIALITY

6.1 Elevate executed a Confidentiality Deed Poll on 4 October 2017; the terms of this Deed Poll form part of this Agreement and will continue to apply to all Confidential Information provided to Elevate

by the Company. To the extent of any inconsistency, the terms of the Deed Poll prevail over this Agreement.

6.2 Confidentiality Obligations. Confidential Information may be disclosed in writing, orally or visually. The Receiver shall:

- i. Maintain the Confidential Information of the Discloser in confidence using the same degree of care as it uses to maintain its own confidential information of like nature, but no less than a reasonable degree of care;
- ii. Disclose Confidential Information to its employees, associates, affiliates, subsidiaries and subcontractor only on a need to know basis; and
- iii. Ensure that the person receiving Confidential Information knows of its confidential nature and has executed a confidentiality agreement with similar confidentiality obligations with the Receiver.

6.3 Exclusions to Confidential Information. The following types of information, however marked, shall not be considered as Confidential Information. Information that:

- i. Is, or becomes, publicly available without a breach of this Agreement;
- ii. Was lawfully known to the Receiver without an obligation to keep it confidential;
- iii. Is received from another source who can disclose it lawfully and without an obligation to keep it confidential; or
- iv. Is independently developed.

6.4 Unauthorised Use of Confidential Information. In the event the Receiver becomes aware of any attempted or actual unauthorised use, possession, knowledge or dissemination of Confidential Information, the Receiver shall:

- i. Promptly notify the Discloser of the event with sufficient details to allow the Discloser to investigate the event;
- ii. Assist the Discloser in its investigation and any ensuing litigation;
- iii. Assist the Discloser in recovering the Confidential Information; and
- iv. Put in place all mutually agreed additional security and other measures that is required to protect the Confidential Information from similar events.

6.5 Legal Disclosures. Receiver may disclose Confidential Information if required to comply with a court order or other government demand that has the force of law. In the event of such disclosure, the Receiver:

- i. Shall inform the Discloser of such court or government order to allow the Discloser sufficient time to seek a protective order;
- ii. Shall support the Discloser in seeking the protective order; and
- iii. Disclose only such portions of the Confidential Information as legally required.

6.6 Injunctive Relief. The parties acknowledge that in the event of a breach or threatened breach of any confidentiality obligations, monetary damages may not be an adequate remedy and the parties will be entitled to an injunctive relief against such breach.

7. REPRESENTATIONS AND WARRANTIES

7.1 Company Representations and Warranties. The Company represents and warrants that it has:

- i. All rights, titles or interests in Company Properties as required for performance of its obligations under this Agreement; and
- ii. The authority and the legal right to permit Elevate to perform the Services described in this Agreement or any SOW.

7.2 Elevate Representations and Warranties. Elevate represents and warrants that:

- i. It has all rights, title or interest in Elevate Properties required for performance of its obligations under this Agreement;
- ii. It has the legal authority to provide the Services described in this Agreement or any SOW; and
- iii. The Services provided under this Agreement or any SOW will be:
 - (a) provided with professional care and skill and technical knowledge, and taking all steps to avoid loss or damage;
 - (b) delivered within a reasonable time if no time frame is agreed; and
 - (c) performed by trained professionals in accordance with the agreed specifications and all applicable industry standards.

Any claims related to breach of Elevate's representation or warranty must be made in writing, within ninety (90) days of completion of Services or the related Work Products. Elevate shall have thirty (30) working days from the receipt of such notice to remedy the breach, failing which, the Company shall have the right to terminate the relevant SOW relating to the Services or Work Product in accordance with Section 4.3 of this Agreement.

7.3 No Other Warranty. EXCEPT AS PROVIDED IN THIS SECTION 7, ELEVATE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, FROM A COURSE OF PERFORMANCE OR DEALING, TRADE USAGE OR OF UNINTERRUPTED OPERATION WITHOUT ERROR, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ELEVATE MAKES NO GUARANTEES WITH REGARD TO THE RESULTS OBTAINED FROM THE OPERATION OR USE BY THE COMPANY OF THE WORK PRODUCTS OR ELEVATE PROPERTIES. THE LIMITED WARRANTIES SET FORTH IN THIS AGREEMENT ARE MADE FOR THE BENEFIT OF THE ALLENS GROUP ONLY AND NOT FOR THE BENEFIT OF ANY THIRD PARTY.

7.4 Limitation of Damages. EXCEPT FOR THE INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS SET FORTH IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY WHATSOEVER FOR CONSEQUENTIAL, INDIRECT, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, FOR LOSS OF PROFIT, REVENUE OR BUSINESS, EVEN IF ELEVATE HAS BEEN ADVISED OF POSSIBILITY OF SUCH DAMAGES.

7.5 Limitation of Liability. EXCEPT FOR THE INDEMNIFICATION OR CONFIDENTIALITY OBLIGATIONS SET FORTH IN THIS AGREEMENT, EACH PARTY'S LIABILITY TO THE OTHER PARTY FOR ANY REASON AND UPON ANY CAUSE OF ACTION, WHETHER IN TORT, CONTRACT, OR ANY OTHER LEGAL THEORY, SHALL AT ALL TIMES AND IN THE AGGREGATE BE LIMITED TO THE AMOUNT OF THE FEES OR COMMISSION ACTUALLY PAID BY THE COMPANY TO ELEVATE UNDER THE STATEMENT OF WORK RELATING TO THE CAUSE OF ACTION, PROVIDED THAT SUCH LIABILITY SHALL NOT EXCEED THE TOTAL OF SUCH FEES PAID DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT UPON WHICH LIABILITY IS PREDICATED.

8. INDEMNIFICATION

- 8.1** Either party ("*Indemnitor*") shall indemnify and hold harmless the other party, its affiliates, directors, agents and employees ("*Indemnitee*") against all claims, losses, damages or expenses arising out of or in relation to:
- i. Willful misconduct or gross negligence of the Indemnitor;
 - ii. Damage to property, death or personal injury caused by acts or omissions of the Indemnitor; and /or
 - iii. Breach of confidentiality obligations.

8.2 In addition to the above, Elevate shall hold the Company harmless against all claims, losses, damages or expenses arising out of or in relation to any infringement or allegations of infringement by a third party that any Work Product or Elevate Properties infringe or is likely to infringe a third party's intellectual property rights, moral rights or other proprietary rights.

9. EMPLOYEE SOLICITATION AND HIRING

9.1 During the period of time stated below, each party and its affiliates / subsidiaries ("*Restricted Party*") agree not to offer employment to or hire any employee of the other party and its Affiliates ("*Current Employer*") who is or was associated with the sale, delivery or receipt of Services, or otherwise becomes known to the Restricted Party as a result of Services performed or contemplated hereunder, without the prior written consent of the Current Employer. This restriction shall commence as of the Effective Date and end twelve (12) months after the expiration or termination of this Agreement.

9.2 For purposes of this provision, the terms "*employment*" and "*employee*" shall include any form of employment, consulting, contract relationship, or other arrangement pursuant to which such individual performs or performed services for the Restricted Party or Current Employer.

10. MISCELLANEOUS

10.1 Subcontract. Elevate shall have the right to subcontract, with the consent of the Company (not to be unreasonably withheld), all or portions of any Services under this Agreement to any Affiliate of Elevate. The parties may not subcontract any obligation under this agreement to any other third party without the express consent of the other party.

10.2 Compliance with Applicable Laws. Each party shall at all times comply with all applicable federal, state, local and regulatory laws, rules and regulations that it is required to comply with, in relation to this Agreement and any SOW.

10.3 Independent Contractor Relationship. Elevate shall be an independent contractor of the Company. Nothing in this Agreement is intended or shall be construed as creating a joint venture, agency, partnership or employer/employee relationship, or any legal or equitable relationship other than that of customer and independent contractor. Elevate shall have exclusive control over the manner in which Services are provided.

10.4 Taxes. Elevate acknowledges that it and its personnel are independent contractors for purposes of income tax withholding and employment taxes. Elevate assumes full responsibility for the acts and compensation of Elevate's personnel and Elevate agrees that it currently and will continue to withhold and remit all necessary federal and state income taxes related to its personnel. Elevate, and not the Company, is solely responsible for withholding income and payroll taxes and for verifying the work eligibility of each person performing services hereunder, including the completion and maintenance of Form I-9. Elevate will indemnify, defend, and hold harmless the Company, its officers, directors and employees harmless from and against all losses, damages, and expenses (including reasonable attorney fees) from an assessment against the Company of withholding or employment taxes including interest and penalties thereon related to Elevate's personnel.

10.5 Insurance. Elevate will obtain and maintain General Liability Insurance, Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, Errors and Omissions Insurance (Professional Liability Coverage), including contractual liability coverage where applicable.

- 10.6** Publicity. Neither party shall make any public announcements or otherwise communicate with any news or industry media with respect to the Agreement nor the transactions contemplated hereunder without the prior approval of the other party.
- 10.7** Force Majeure. Either party shall be excused from performance under this Agreement and shall not be liable for any delay in whole or in part, caused by the occurrence of an event beyond either party's reasonable control. These events include, but are not limited to, natural disasters and severe weather conditions, war, sabotage, riots, accidents, fires and explosions. In the event of continued force majeure for over thirty (30) days, the parties may exercise their right to terminate the affected SOW for convenience. Force majeure event shall not affect any payment obligation under this Agreement or a SOW.
- 10.8** Assignment. No assignment of this Agreement by either party shall be valid unless authorised in writing by the other party.
- 10.9** Notices. Notices may be provided either by electronic or physical mail and shall be effective on the date of receipt of notice. The parties designate the below persons to receive notices. Either party may specify changes by giving notice to the other:

COMPANY	ELEVATE
Name: Zane Turner	Name: Daniel R. Coll
Designation: Co-General Counsel	Designation: VP, General Counsel
Address: Level 28, Deutsche Bank Place, 126 Philip Street, Sydney, NSW 2000	Address: 10250 Constellation Blvd., Suite 2815 Los Angeles, CA 90067
Email: zane.turner@allens.com.au	Email: daniel.coll@elevateservices.com
Name: Rod Fielding	Name: James Odell
Designation: COO & CFO	Designation: MD Australia & APAC
Address: Level 28, Deutsche Bank Place, 126 Philip Street, Sydney, NSW 2000	Address: Level 3, 44 Martin Place Sydney, NSW 2000
Email: rod.fielding@allens.com.au	Email: james.odell@elevateservices.com

- 10.10** No Waiver. Any delay or failure to exercise a right or remedy will not result in a waiver of that right or remedy.
- 10.11** Integration, Modification and Severability.
- This Agreement includes the Confidentiality Deed executed by Elevate and any SOW(s) entered into by both parties; these documents form the entire agreement between the parties regarding its subject matter. It replaces all prior agreements and representations regarding its subject matter.
 - This Agreement can be changed only by an amendment signed by both parties.
 - If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such term or provision will be modified to the extent necessary in the court's opinion to render such term or provision enforceable. This term or provision will not affect the other terms or provisions thereof or the whole of the Agreement.
- 10.12** Survival. Sections 6, 7, 8 and 9 shall survive the expiration or termination of this Agreement.

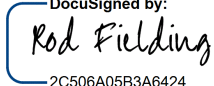
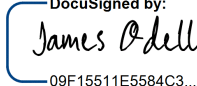
10.13 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New South Wales regardless of the laws that might otherwise govern under applicable choice-of-law principles. The parties consent to the jurisdiction of the courts of New South Wales with respect to any legal proceedings that may result from a dispute as to the interpretation or breach of any of the terms and conditions of this Agreement.

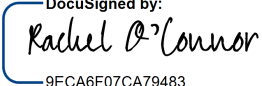
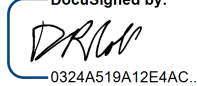
10.14 Counterparts. This Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective for all purposes hereunder to the same extent as original signatures.

11. BENEFIT

While Allens Operations Pty Ltd (ACN 87 004 992 607) is the party entering into this Agreement Elevate acknowledges and agrees that the products and services to be provided under this Agreement can be used by the Allens Group and any officers, employees, agents or contractors of any of the Allens Group, subject at all times to the terms of this Agreement.

Agreed and accepted:

Company	Elevate
Signature:  2C506A05B3A6424...	Signature:  09F15511E5584C3...
Name: Rod Fielding	Name: James Odell
Title: Mr	Title: MD Australia & APAC
Date: October 16, 2017	Date: October 16, 2017

Company	Elevate
Signature:  9ECA6F07CA79483...	Signature:  0324A519A12E4AC...
Name: Rachel O'Connor	Name: Daniel R. Coll
Title: Chief Knowledge Officer	Title: Attorney
Date: October 16, 2017	Date: October 16, 2017



Elevate Services Australia, Pty. Ltd.
Level 3, 44 Martin Place, Sydney, NSW 2000
ACN: 167 311 382

Exhibit A
Statement of Work [Number]

THIS STATEMENT OF WORK NUMBER [INSERT NUMBER] (the "SOW") between Allens Operations Pty Ltd (ABN: 87 004 992 607) (the "Company") and Elevate Services Australia, Pty. Ltd. ("Elevate") is pursuant to and a part of the MASTER SERVICES AGREEMENT between the parties dated [DATE] (the "Agreement").

Unless otherwise specified, terms defined in the Agreement shall have the same meanings when used in this SOW.

1. DESCRIPTION OF THE SERVICES

2. WORK PRODUCTS

3. ELEVATE PROPERTIES AND COMPANY PROPERTIES

4. TERM OF SOW

This SOW shall be effective as of _____ (the "Effective Date") and shall continue until terminated by either party in accordance with the Agreement.

5. FEES

5.1 Fees. [Details of fees paid against Work Products or services]

5.2 Payment. Unless otherwise stated in this SOW, the standard invoicing terms as provided in the Agreement shall apply to this SOW.

6. RESOURCES

6.1 [Details of resources to be provided only if on a dedicated basis or details of hours to be dedicated to creation of Work Product or provision of Services.]

7. LOCATION

[Add location of performance of Services]

8. ADDITIONAL TERMS

[Add as required]

This Statement of Work shall be attached to and incorporated into the Agreement, and is subject to all the terms and conditions of the Agreement. In the event of any conflict, the terms of the Agreement shall prevail, except for any Services related or transactional detail, wherein the provisions of this Statement of Work shall prevail.

Agreed and accepted:

Company	Elevate
Signature:	Signature:
Name:	Name: James Odell
Title:	Title: MD Australia & APAC
Date:	Date:

Company	Elevate
Signature:	Signature:
Name:	Name: Daniel R. Coll
Title:	Title: Attorney
Date:	Date: