

TERMS AND CONDITIONS FOR ONLINE PURCHASING

THIS ARMANINO TERMS AND CONDITIONS FOR ONLINE PURCHASING (THIS "AGREEMENT") IS A LEGAL AGREEMENT BETWEEN A PARTY ("YOU" or "YOUR") AND ARMANINO LLP ("ARMANINO") WHO PURCHASES THE ARMANINO LAW FIRM SURVEY USING THE ONLINE ORDERING FORM LOCATED ON THE [HTTPS://LAWFIRMSURVEY.ARMANINOLLLP.COM](https://lawfirmsurvey.armaninolllp.com) WEBSITE. YOU MAY PURCHASE AND USE THE SURVEY, IF YOU ACCEPT THESE TERMS AND CONDITIONS FOR ONLINE PURCHASING. BY CLICKING "PLACE ORDER" BUTTON, OR BY DOWNLOADING THE SURVEY PDF, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT AND DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, PLEASE DO NOT CLICK "PLACE ORDER" BUTTON AND DO NOT DOWNLOAD, OR USE THE SURVEY.

1. Purchase of the Survey. Upon receipt of Yours online order form and successful processing of Your payment, Armanino will email to the address provided by You, one of the following:

- a. If you are a law firm survey participant, you will receive an Excel version of the Armanino Law Firm Survey (the "Survey") to be complete by an agreed-upon deadline. The Excel file will be sent via email to the person designated by your firm to be in charge of completing the data. Once the survey process has been completed and the survey results are ready for your use, the person designated by your firm to complete the results will be notified via email that survey results are available to download via a secure download link.
- b. If you are only purchasing the survey results, once your payment has been processed, a secure download link for a PDF version of the Armanino law firm survey will be provided to you via email.

2. Limited Use License. Upon full payment of all fees, You will receive a nonexclusive license to use the survey for the sole purpose of internal management. To use any portion of the Survey for any external purpose (such as preparation of a declaration in a fee motion, a declaration in a malpractice, dissolution or employment dispute, support for business valuation, or support for or opposition to expert witness testimony used in any type of engagement for a fee), please contact David Roberts at 310.478.4148 or DAVID.ROBERTS@ARMANINOLLLP.COM at Armanino.

3. Ownership of Works. Armanino owns all right title and interest in and to the Survey. Subject to the limited rights expressly granted hereunder, Armanino reserves all rights, title and interest in and to the Survey, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein. All information contained in the Survey are copyrighted and are owned solely by Armanino or its affiliated companies. You agree that nothing in this Agreement shall give You any right, title, or interest in the Survey other than the right to use the same in accordance with this Agreement. You acknowledge and admit the validity of all copyrights for the Survey and all associated copyright registrations and further acknowledges that any and all rights that might be acquired by you because of its use of the You shall inure to the sole benefit of Armanino. You shall not modify, copy, distribute, transmit, display, reproduce, publish, license, create derivative works from, sublicense, transfer, assign, sell or otherwise convey Survey obtained from Armanino in any way not specifically granted in this Agreement. You shall not use Survey for any purpose that is unlawful or prohibited by the terms herein.

4. No Warranties. (i) Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Survey; (ii) ARMANINO MAKES NO REPRESENTATION OR WARRANTY, AND EXPRESSLY DISCLAIMS ANY LIABILITY WITH RESPECT TO THE CONTENT OF THE SURVEY, INCLUDING BUT NOT LIMITED TO ERRORS OR OMISSIONS CONTAINED THEREIN, LIBEL, INFRINGEMENT OF RIGHTS OF PUBLICITY, PRIVACY, TRADEMARK RIGHTS, MORAL RIGHTS, OR THE DISCLOSURE OF CONFIDENTIAL INFORMATION; AND (iii) THE WORK IS PROVIDED ON AN "AS IS" BASIS, AND ARMANINO DISCLAIMS ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS, IMPLIED, ORAL OR WRITTEN), RELATING TO THE WORK ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ARMANINO MAKES NO WARRANTIES RESPECTING ANY HARM THAT MAY BE CAUSED BY THE TRANSMISSION OF A COMPUTER VIRUS, WORM, TIME BOMB, LOGIC BOMB OR OTHER SUCH COMPUTER PROGRAM.

5. Indemnification. You shall defend, indemnify and hold harmless Armanino and its affiliates, employees, agents, successors and assigns from any from any losses, liabilities, judgments, damages, claims, actions,

proceedings, demands, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") arising from or related to (a) your use of the Survey not in accordance with its intended purpose or not in accordance with the terms and conditions of this Agreement; (b) your failure to comply with the terms and conditions of this Agreement; or (c) your violation of law, negligence, willful misconduct, or other acts or omissions related to or arising from this Agreement.

6. Payment processing. HeartLand, Inc. is a merchant processing the payment information you provide. Armanino does not receive, store or review any of your credit card information.

MESSAGE FROM HEARTLAND: Your payment and personal information is always safe. Once you have entered your credit card information, it is securely sent to Heartland Payment Systems (Heartland). Heartland uses Secure Sockets Layer (SSL) software, which is the industry standard and among the best software available today for secure commerce transactions. It encrypts all of your personal information, including credit card number, name, and address, so that it cannot be read over the internet.

7. Independent Contractors. The parties are independent contractors, and this Agreement shall not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties. No party has the power to bind the other or incur obligations on the other's behalf.

8. Force Majeure. Neither party shall be held liable for any failure or delay in its performance under this Agreement (other than for delay in the payment of money due and payable hereunder) as a result circumstances beyond its reasonable control including, without limitation, acts of God, war and mobilization, acts of terror, catastrophes of nature, strikes, lock-out, fire, damage to facilities, and import and export regulations. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused

9. General. All orders are non-cancellable and non-refundable. This Agreement (together with each applicable order form) sets forth the entire understanding between the parties and supersedes any and all oral or written agreements or understandings between the parties as to its subject matter. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, so as to reflect the original intent of the parties, and such provision shall not affect the legality and validity of any other provision. You may not assign any of its rights or obligations under this Agreement, whether by operation of law or others. Any terms of this Agreement, which by their nature extend beyond the day this Agreement comes to an end shall remain in effect. Where the context so admits, any reference to the singular includes the plural, any reference to the plural includes the singular, and any reference to one gender includes all genders. This Agreement shall be governed by the laws of the State of California, without reference to its conflicts of laws. Each party submits to the exclusive jurisdiction of the courts of the State of California, County of Contra Costa with respect to any dispute arising out of or related to this Agreement, and each party expressly waives any and all objections such party may have to venue, including, without limitation, the inconvenience of such forum, in any of such courts. This Agreement may not be amended, modified or superseded, unless expressly agreed to in writing by both parties.