

ASBESTOS LITIGATION GROUP

Web Site Account Activation Form

THIS FORM MUST BE COMPLETED AND RETURNED WITH SIGNED ALG SITE LICENSE AGREEMENT

A PAID TRIALSMITH SUBSCRIPTION AND ANNUAL ASSESSMENT IS REQUIRED FOR ALG MEMBERS TO PARTICIPATE ON THE LISTSERV AND ACCESS THE ALG SITE

1. ALG Member Lawyer Name	
2. Firm Name	
3. Address	
4. City, State Zip Code	
5. Telephone	
6. Fax	
7. Email Address:	
8. Preferred Username	
9. Preferred Password	
10. Choose a TrialSmith Subscription	IMPORTANT: ALG Depositions & Documents are FREE on all Subscriptions
<input type="checkbox"/> ECONO PLAN SUBSCRIPTION - \$199	450,000 Depositions not part of the ALG Group have a limited 25% preview and require an additional \$30 to print. Single user account.
<input type="checkbox"/> PRO PLAN SUBSCRIPTION - \$399	450,000 Depositions not part of the ALG Group have a 100% preview and can be saved for later review. Additional fee of \$28 to print. Single account.
<input type="checkbox"/> FIRM PLAN SUBSCRIPTION - \$999	Same As Pro Plan, however, you may submit a List of Lawyers who will each be provided with separate Login Accounts to TrialSmith. Access for Up to 7 Plaintiff Lawyers, \$50 for each additional.
<input type="checkbox"/> REQUIRED ANNUAL ASSESSMENT - \$440	

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ASBESTOS LITIGATION GROUP ("ALG") WEB SITE USER AGREEMENT & TRIALSMITH USER AGREEMENT

Section I – Asbestos Group Member Agreement

- 1) The Asbestos Litigation Group Web Site (the "Site") is to be used exclusively by ALG Members. Distribution or use of the user name and password by ALG members or other parties who have not completed this agreement and subscribed to TrialSmith is strictly forbidden.
- 2) The Asbestos Litigation Group Member agrees to maintain an active and paid, Economy, Professional Plan or Firm Plan Subscription with TrialSmith in order to access the ALG Web Site.
- 3) ALG Members may access all ALG member documents and depositions free of charge, with the exception of asbestos depositions contributed to TrialSmith prior to June 2006.
- 4) ALG members may simultaneously access TrialSmith documents when searching documents at the ALG Web Site, and the ALG member agrees that TrialSmith documents may be purchased separately. Other TrialSmith services like public records, verdict reports and other third-party documents and databases may also be purchased separately.
- 5) ALG member agrees that it will be billed by TrialSmith for services utilized, and that details of such services will be sent the ALG member on a TrialSmith invoice. The member may pay by check or credit card.
- 6) ALG member, having access to both the ALG Site and TrialSmith, agrees to abide by the terms of the TrialSmith License Agreement shown in Section II below.
- 7) ALG Member agrees to be an ALG Member in good standing with ALG.
- 8) ALG member does not represent insurance companies nor businesses in personal injury cases. ALG Member agrees that "Restricted Parties" includes defense lawyers, corporate lawyers and lawyers representing insurance companies, and that such Restricted Parties are strictly prohibited from using TrialSmith and the ALG Site.
- 9) ALG Member agrees to notify TrialSmith of any illegal use or access of the ALG site that is in violation of this license agreement, or usage by Restricted Parties. The ALG Member will notify TrialSmith immediately by calling 800-443-1757 or by emailing support@trialsmith.com.
- 10) ALG Member further agrees that TrialSmith will track searches, access to the ALG Site, access and downloads of documents, messages and other items for security purposes of TrialSmith and ALG.

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7. TERM AND TERMINATION. This Agreement shall become effective upon approval and execution by TrialSmith in Austin, Texas, and shall continue in force until terminated by subscriber orally or in writing, or for termination due to outstanding monies owed TrialSmith. Notwithstanding the foregoing, TrialSmith may terminate this Agreement immediately for any reason upon giving written notice of termination to Licensee.

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9. NOTICES. All notices hereunder shall be given in writing to TrialSmith, 5113 Southwest Parkway, Suite 285, Austin, Texas 78735, and to Licensee.

10. GOVERNING LAW. This Agreement shall be governed by and construed under the laws of the State of Texas.

11. OWNERSHIP. TrialSmith is a subsidiary corporation of the Texas Trial Lawyers Association, Austin, Texas. Documents stored at TrialSmith are governed by the Trial Lawyer Document Assurance Corporation.

12. OTHER PROVISIONS. Neither this Agreement nor any part or portion hereof shall be assigned, sublicensed or otherwise transferred by Licensee without TrialSmith's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions shall not be affected thereby. Failure of either party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and shall not constitute a part hereof.

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