

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

**A PAID TRIALSMITH SUBSCRIPTION AND ANNUAL ASSESSMENT IS REQUIRED FOR MNIEG MEMBERS TO ACCESS THE MNIEG WEBSITE**

|  |   |
|--|---|
| 1. MNIEG 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                               | <b>IMPORTANT:</b> MNIEG Depositions & Documents are <b>FREE</b> on all Subscriptions  |
| <input type="checkbox"/> <b>PRO</b> PLAN SUBSCRIPTION - \$400      | 450,000 Depositions not part of the MNIEG Group have a 100% preview and can be saved for later review. Additional fee of \$28 to print. Single account. |
| <input type="checkbox"/> <b>FIRM</b> PLAN SUBSCRIPTION - \$900     | 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    |
| <input type="checkbox"/> <b>REQUIRED</b> ANNUAL ASSESSMENT - \$350 | This Fee Applies to NEW firms of the MNIEG and Annual Renewals<br>NOTE: If this box is not checked and the fee applies, you will be billed accordingly. |

**WE WILL CHARGE YOUR SELECTED SUBSCRIPTION FEE PLUS THE ANNUAL ASSESSMENT – SALES TAX WILL APPLY TO TEXAS. A COPY OF THE RECEIPT WILL BE EMAILED ALONG WITH LOGIN INSTRUCTIONS**

Credit Card Type:  MC  Visa  Amex  Discover

Name on Card: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

**PLEASE SELECT YOUR SUBSCRIPTION, SIGN THE AGREEMENT AND RETURN**

**By Mail:** TrialSmith  
P.O. Box 46156  
Houston, Texas 77210

**By Fax:** 866-270-8258

**Questions:** 800-443-1757  
During Business Hours  
9 a.m. to 6 p.m. CST

## MEDICAL NEGLIGENCE INFORMATION EXCHANGE GROUP ("MNIEG") WEB SITE USER AGREEMENT & TRIALSMITH USER AGREEMENT

### Section I – MNIEG Group Member Agreement

- 1) The Medical Negligence Information Exchange Group Web Site (the "Site") is to be used exclusively by MNIEG Members. Distribution or use of the user name and password by MNIEG members or other parties who have not completed this agreement and subscribed to TrialSmith is strictly forbidden.
- 2) The Medical Negligence Information Exchange Group Member agrees to maintain an active and paid, Economy, Professional Plan or Firm Plan Subscription with TrialSmith in order to access the MNIEG Web Site.
- 3) MNIEG Members may access all MNIEG member documents and depositions free of charge, with the exception of MNIEG depositions contributed to TrialSmith prior to November 2013.
- 4) MNIEG members may simultaneously access TrialSmith documents when searching documents at the MNIEG Web Site, and the MNIEG 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) MNIEG member agrees that it will be billed by TrialSmith for services utilized, and that details of such services will be sent the MNIEG member on a TrialSmith invoice. The member may pay by check or credit card.
- 6) MNIEG member, having access to both the MNIEG Site and TrialSmith, agrees to abide by the terms of the TrialSmith License Agreement shown in Section II below.
- 7) MNIEG Member agrees to be an MNIEG Member in good standing with MNIEG.
- 8) MNIEG member does not represent insurance companies nor businesses in personal injury cases. MNIEG 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 MNIEG Site.
- 9) MNIEG Member agrees to notify TrialSmith of any illegal use or access of to the MNIEG site that is in violation of this license agreement, or usage by Restricted Parties. The MNIEG Member will notify TrialSmith immediately by calling 800-443-1757 or by emailing [support@trialsmith.com](mailto:support@trialsmith.com).
- 10) MNIEG Member further agrees that TrialSmith will track searches, access to the MNIEG Site, access and downloads of documents, messages and other items for security purposes of TrialSmith and MNIEG.

### Section II – TrialSmith License Agreement

**1. RESTRICTED ACCESS.** A TrialSmith subscriber must primarily be plaintiff lawyer, cannot work for a defense firm, represent defendants in cases or represent insurance companies. Membership in a participating association or litigation group does not necessarily provide access to TrialSmith. In particular, a defense lawyer, or a lawyer representing defendants or insurance companies is prohibited from using TrialSmith, even if the defense lawyer is a member of a group which endorses TrialSmith. TrialSmith, at its sole discretion, will evaluate each lawyer's credentials and determine if the lawyer may access TrialSmith.

**2. LICENSE FOR SUBSCRIBERS AND USE OF TRIALSMITH CONTENT**  
TrialSmith hereby grants Licensee, in return for payment of consideration based upon the non-refundable subscription fee schedule established by TrialSmith, one user name and password and a non-exclusive, non-transferable, limited license to access TrialSmith.com. Licensee may use data from TrialSmith solely in the regular course of its practice of law and for no other purpose. Except as otherwise provided Licensee may download and temporarily store insubstantial portions of data to a storage device under Licensee's exclusive control solely to display internally such downloaded data or use such downloaded data in the regular course of its practice of law. Licensee may also create printouts of data for internal use only. Licensee may not copy, download, store, publish, transmit, transfer, sell or otherwise use TrialSmith data, or any portion of such data, in any form or by any means except (a) as expressly permitted by this agreement, (b) with TrialSmith's prior written permission, or (c) if not expressly prohibited by this agreement as allowed under the fair use provision of the Copyright Act (17 USC Sec. 107). Downloaded data may not be stored or used in an archival database or other searchable database except as expressly permitted by this agreement. Licensee shall not sell, license or distribute data in any form to third parties or use data as a component or as a basis for any material offered for sale, license or distribution. Use of data to create mailing or marketing lists for commercial purpose or for distribution to third parties is strictly prohibited. Licensee must keep

Signed by: \_\_\_\_\_

Print Name Here: \_\_\_\_\_

**IMPORTANT:** By checking this box you acknowledge your printed name will act as your signature and you accept the terms and conditions in this agreement(s).

strictly confidential the user name and password issued by TrialSmith. Licensee's user name and password must remain within its sole possession and control at all times and may not be communicated in any manner or form to any party not authorized by TrialSmith to have access to and use such pass identification number. Except for the license granted by this agreement, all right, title and interest in TrialSmith data, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of TrialSmith.

**3. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** TrialSmith data is provided "as is", without warranty of any kind, express or implied, including, but not limited to, the warranties of performance, merchantability and fitness for a particular purpose. TrialSmith and contributors of data shall have no liability whatsoever to licensee for any claim(s) relating in any way to this agreement or their performance hereunder, regardless of the form of action, whether based in contract or negligence. In no event shall TrialSmith or contributors of data be liable to licensee for any claim(s) relating to licensee's inability or failure to perform research or related work or to perform such research or other work properly or completely even if assisted by TrialSmith nor shall TrialSmith or contributors of data be liable for any lost profits or other consequential, exemplary, incidental, indirect or special damages, even if advised of the possibility of such damages.

**4. RESPONSIBILITY FOR CERTAIN MATTERS.** Licensee shall be responsible for all access to and use of TrialSmith data by Licensee's personnel or by means of Licensee's equipment or the TrialSmith user name and password, whether or not Licensee has knowledge of or authorizes such access and use.

**5. RESERVATION OF RIGHTS.** TrialSmith reserves the right to modify the terms and conditions of this Agreement from time to time including, but not limited to, the right to impose access and usage limitations. Such modifications shall be effective immediately upon written notice to Licensee.

**6. LIMITATION OF CLAIMS.** Except for claims relating to improper use of TrialSmith data or pass identification number, no claim, regardless of form, which in any way arises out of this Agreement or the use of or inability to use TrialSmith or data may be made, nor action based upon such claim brought, by either party hereto more than one year after the basis for the claim becomes known to the party desiring to assert it.

**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.

**8. EFFECT OF AGREEMENT.** This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral or written, relating thereto. TrialSmith may amend the terms and conditions of this Agreement by giving licensee written notice thereof. Any other amendment hereto must be in writing and signed by both parties.

**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.

**13. RESTRICTIONS OF USE.** Licensee agrees not to utilize TrialSmith materials for defense representation of insurance companies, nor for corporations or defendants in actions filed by individuals who have been injured or damaged.

Furthermore, Licensee attests that Licensee is not associated with a law firm that as a major component of its practice consistently represents insurance companies or defendants.