



## MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Agreement**") is entered into by and between [REDACTED], Inc. (together with its affiliates hereafter referred to as "**EPIQ**"), and [REDACTED] Group, LLC ("**Supplier**") and is effective as of January 1, 2019 ("**Effective Date**").

### RECITALS

- A. Supplier is in the business of providing Services (as defined below) to its customers and wishes to become a supplier to [REDACTED].
- B. [REDACTED] and Supplier may enter into one or more SOWs (as defined below) for Supplier to provide Services to [REDACTED].
- C. [REDACTED] and Supplier desire to specify the standard terms that will apply to the SOWs.

### AGREEMENT

In consideration of the foregoing recitals and other good and valuable consideration, the parties agree as follows:

#### 1.0 DEFINITIONS

"**Customer Data**" means all information collected or developed by (a) [REDACTED] or an [REDACTED] Q Affiliate regarding its customers; or (b) by Supplier regarding [REDACTED] customers (but only in their capacity as [REDACTED] Q customers).

"**Confidential Information**" means information and related materials that is identified as confidential (or to a reasonable person, would be expected to be confidential) including, but not limited to: information regarding prior, current or prospective customers, marketing strategies, prior, current or prospective business plans, company competitive strengths and weaknesses, financials, pricing, and products that relate to the business, products, software, services or research or development of such company or its respective affiliates, subsidiaries, suppliers, distributors, customers, employees, agents, representatives, independent contractors or other business relations; internal business information (including historical, current and projected financial information, business plans and budgets and information relating to strategic and staffing plans and practices, training, marketing, hiring, promotional and sales plans, events and practices, cost, rate and pricing structures and accounting and business methods); identities of, individual requirements of, specific contractual arrangements with, and information regarding such company's or any of its affiliates' or subsidiaries' suppliers, distributors, customers, independent contractors, in each case, prior, current or prospective, or other business relations or their confidential information; trade secrets, know-how, compilations of data and analyses, techniques, systems, formulae, research, records, reports, manuals, documentation, models, data and databases relating thereto; inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information (whether or not patentable or copyrightable); any and all other Intellectual Property rights; financial information or projections; business trends; lists of and information about suppliers, dealers, potential customers, and associated statistical and financial information; designs, specifications and uses of products and services; information about clients or customers that contains personally identifiable information (e.g. zip codes or aggregate statistical data) or protected health information; product research. "Confidential Information" also includes the terms of this Agreement and SOWs and the subject matter of the parties' discussions. As used in this Agreement, Customer Data shall also be deemed to