

ELECTRONIC FILER AGREEMENT

[REVISED JANUARY 1, 2014]

This Electronic Filer Agreement (“Agreement”) is made by and between the DII Industries, LLC Asbestos PI Trust (“Trust”), P.O. Box 821628, Dallas, Texas 75382, and the law firm of _____, with offices at _____ (“Law Firm”).

Recitals

The Law Firm intends to file asbestos personal injury claims on behalf of its clients against the Trust. Such claims will be processed by the Delaware Claims Processing Facility, LLC (“Facility”) on behalf of the Trust.

It is mutually beneficial to the Trust and the Law Firm (collectively, “Parties”) to process such claims by communicating information to each other electronically. To facilitate such communication, the Parties agree as follows:

1. Electronic Claims Filing

- 1.1 Access to Trust Online. The Trust, through the Facility, will provide the Law Firm with access to the Trust’s online claim system (“Trust Online”), which will enable the Law Firm to view, submit, and modify asbestos personal injury claims electronically. The Law Firm will have access to Trust Online for the sole purpose of filing and settling asbestos claims. The Law Firm will have access to information through Trust Online regarding only the Law Firm’s clients’ claims and will be authorized to act through Trust Online only in regard to the Law Firm’s clients’ claims, unless the Firm Super User (defined below) of another law firm that has entered separately into an Electronic Filer Agreement with the Trust has identified an authorized principal, employee, or agent of the Law Firm as authorized to access Trust Online on the other law firm’s behalf.
- 1.2 Filing Methods, Media, and Format. The Trust will accept claim data from the Law Firm using methods, formats, or electronic media that the Trust will specify. The methods, formats, and media will be among those then in general use among businesses transferring information electronically.
- 1.3 Proprietary System. The Law Firm acknowledges that Trust Online, including all enhancements thereto and all screens and formats used in connection therewith, is the exclusive proprietary property of the Celotex Asbestos Settlement Trust, the Facility, or the Trust. The Law Firm shall not publish, disclose, display, provide access to, or otherwise make available any software, hardware, or any other products associated with Trust Online, or any screens, formats, reports, or printouts used, provided, produced from, or in connection therewith, to any person or entity other than a person or entity identified by the Law Firm as authorized to access Trust Online on the Law Firm’s behalf, without prior written consent, except that the Law Firm may publish, disclose, display, provide access to, or otherwise make available to a client any screens, reports, or printouts that contain information relating solely to that client’s claim.

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2. User Identification

- 2.1 Firm Super User. The Law Firm's access to Trust Online will be managed by the individual who signs this Agreement on behalf of the Law Firm ("Firm Super User"). A Firm Super User will be permitted to identify additional individuals under the Law Firm's employ, management, or control as authorized to access Trust Online on the Law Firm's behalf. The Firm Super User will provide the Trust with a list of all such individuals within thirty days of the date he or she signs this Agreement and then periodically as requested by the Trust. Some Trust Online users will be limited in the functions they can perform on the system; a Firm Super User will have the power to designate the level of authority that each of the Law Firm's other Trust Online users will have on the system. At all times, the Law Firm and the Firm Super User will remain responsible for oversight and supervision of the individuals authorized to access Trust Online, for the accuracy of the information submitted, and for the violation of any provision of this Agreement by such individuals.
- 2.2 Limited Access. The Trust, through the Facility, will assign a Trust Online password to the Firm Super User. The Firm Super User will then create accounts for other authorized Trust Online users. The Trust, through the Facility, will provide access to Trust Online only upon entry of the Trust Online password, which should be changed frequently. The Trust, or the Facility for the Trust, may deny access to Trust Online following failed log-ins. Individuals with access to Trust Online may not share their passwords with others, and the Law Firm will not permit any individual to use a Trust Online password that is not assigned to that individual. The Trust, or the Facility for the Trust, will limit each user's access to Trust Online to correspond with the level of authority specified by the Law Firm's Firm Super User. The Trust, or the Facility for the Trust, may deny access to Trust Online to any individual for any reason, including, but not limited to, system resources, bandwidth constraints, and fraud or security concerns, but neither the Trust nor the Facility will be liable for any failure to deny access. The Law Firm acknowledges that if two or more of the Law Firm's authorized users enter information about a claim simultaneously, the information may not be accepted properly by Trust Online. Neither the Trust nor the Facility will be responsible for errors arising from two or more of the Law Firm's authorized users entering information about a claim simultaneously.
- 2.3 Notice of Changes. When a change is made to any user account within the Law Firm's organization by the Trust, the Trust, or the Facility for the Trust, will notify the Firm Super User. Similarly, when a change is made to any user account within the Law Firm's organization by the Law Firm, the Firm Super User will promptly notify the Trust in writing.
- 2.4 Reliance on Law Firm Communications. The Trust and the Facility are entitled to rely on communications and instructions received from persons using Trust Online user accounts and passwords assigned by the Firm Super User and purporting to act on behalf of the Law Firm. The Trust and the Facility will not be held liable for such reliance, except in the case of gross negligence.

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2.5 Acceptance of Terms and Conditions. Each time a Law Firm user accesses Trust Online, such person will be required to acknowledge a pop-up screen in the form set forth on Attachment 1 hereto. The acknowledgement shall not in any way affect the validity or binding effect of this Agreement once the Parties have entered into it.

2.6 Bulk Data Transmissions. A Law Firm that is permitted to file multiple claims by bulk upload (“Bulk Data Transmission”) acknowledges and agrees that each time a claim is filed by Bulk Data Transmission, the Law Firm reaffirms the terms of this Agreement and certifies that it is authorized by the claimant to submit the claim and that all information submitted is accurate and complies in all respects with the requirements of Rule 11 of the Federal Rules of Civil Procedure. The Law Firm also acknowledges that if a Bulk Data Transmission contains conflicting information for the same claim, the information may not be accepted properly by Trust Online. Neither the Trust nor the Facility will be responsible for errors arising from a Bulk Data Transmission containing conflicting information for the same claim.

3. Technical Capabilities

3.1 Compatible Equipment. In order to file claims through Trust Online, the Law Firm will provide its own computer equipment that meets technical standards that the Trust, or the Facility for the Trust, has announced. The standards will be among those then in general use among businesses transferring information electronically.

3.2 Reports. Through the Facility, the Trust will make available to the Law Firm the ability to download specified data and to generate reports summarizing information regarding the Law Firm’s clients’ claims.

3.3 Continuous Access. The Trust will use its reasonable best efforts to make Trust Online continuously available to the Law Firm, except availability will be interrupted nightly for approximately one hour to synchronize data with processing systems and when necessary for system upgrades, adjustments, maintenance, or other operations. When reasonably possible, the Law Firm will be notified in advance of any foreseen interruption of availability, but neither the Trust nor the Facility is obligated to do so. At all times the Trust will use its reasonable best efforts to minimize the length and frequency of interruptions in Trust Online availability. Notwithstanding any other provision of this Agreement, neither the Facility nor the Trust shall be liable for any damages resulting directly or indirectly from system unavailability.

3.4 Security. The Trust, and the Facility for the Trust, will maintain physical, electronic, and procedural safeguards that will protect the information the Law Firm transmits through Trust Online.

4. Rules and Procedures

4.1 Adherence to Trust Distribution Procedures. The Law Firm will ensure that any submissions made to the Trust through Trust Online will conform to the rules and procedures established by the Trust and contained in its Trust Distribution Procedures as may be amended from time to time.

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4.2 Payment Criteria Unchanged. This Agreement is not intended to alter and does not supersede the claim payment criteria contained in the Trust Distribution Procedures. This Agreement does not create any rights to claim payment beyond those set forth in the Trust Distribution Procedures.

5. Claim Information

5.1 Law Firm Certification. The Law Firm hereby represents, and in connection with the submission of any claim shall certify, that it is authorized by the Claimant to submit a claim and that the information and materials submitted in connection with a claim filed through Trust Online with the Trust shall comply in all respects with the requirements of Rule 11 of the Federal Rules of Civil Procedure.

5.2 Complete and Accurate Information. Consistent with the Law Firm's legal and professional responsibilities and the terms of this Agreement, all claim information the Law Firm, the Firm Super User, and individual users provide to the Trust or Facility will be complete and accurate. This includes all communications made through electronic mail, bulk upload, and Trust Online. The Trust is not obligated to take any action on a claim until it has received all of the information required by its Trust Distribution Procedures.

5.3 Filing. Assignment of a claim number by Trust Online will constitute filing of a claim. The Law Firm acknowledges and agrees that, although Trust Online permits claim information to be entered before the claim's submission, such entry of information does not constitute a claim filing for any purpose, including for the tolling of any applicable statute of limitations or repose, and neither the Trust nor the Facility will have any record of such an entry. Similarly, if Trust Online does not accept a claim submission for any reason, including a Trust Online failure, the claim will not be considered filed for any purpose.

5.4 Maintenance of Supporting Documents. The Law Firm will timely provide to the Trust hard copies of documents relied upon in or submitted through Trust Online whenever the Trust so requests. The Law Firm will maintain a copy of each such document.

5.5 Confidentiality of Claimant Submissions. In accordance with Section 8.4 of the Trust Distribution Procedures, all materials, records, and information submitted by claimants are confidential and are considered submitted solely for settlement purposes. Accordingly, any electronic submissions to the Trust, including submissions to the Facility for the Trust, under this Agreement shall remain confidential and will not be produced, except as permitted by Section 8.4.

6. Miscellaneous

6.1 Limited Damages. Except as specifically provided in this Agreement, or as otherwise required by law, no officer, director, trustee, employee, contractor, or agent of the Facility or the Trust will be held liable for any indirect, incidental, special, or consequential damages by reason of Law Firm's use of Trust Online.

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NEITHER THE FACILITY NOR THE TRUST MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND TO THE LAW FIRM, THE CLAIMANT'S COUNSEL OF RECORD, ANY OTHER CLAIMANT, OR ANY THIRD PARTY, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER IMPLIED OR STATUTORY, OR ARISING OUT OF CUSTOM OR COURSE OF DEALING OR USAGE OF OR IN THE TRADE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

If this liability limitation or disclaimer is held inapplicable or unenforceable for any reason, then the liability of the Trust; the Facility; and their officers, directors, trustees, employees, contractors, and agents to Law Firm for any type of damages will be limited to \$1,000.

- 6.2 Indemnification. Law Firm agrees to indemnify, hold harmless, and defend the Trust and the Facility and their officers, directors, trustees, employees, contractors, and agents against all liabilities, costs, and damages, including reasonable attorneys' fees, incurred by the Trust or Facility in connection with third-party claims arising out of (a) Law Firm's misrepresentations or breach of this Agreement or (b) Law Firm's use of Trust Online.
- 6.3 No Assignment. No Party may assign or otherwise transfer in any way any of its rights and obligations arising out of this Agreement without the prior written consent of the other Party, except the Trust may utilize another entity to process claims, provided such entity agrees to be bound by the terms of this Agreement.
- 6.4 Termination. Either Party may terminate this Agreement upon written notice to the other Party. Upon the effective date of termination, the Law Firm will cease filing claims through Trust Online and will have access to Trust Online only to complete filed claims. After termination, this Agreement will continue to govern filed claims.
- 6.5 Disputes. Any dispute between the Parties relating to the appropriate categorization or settlement value of a claim submitted by the Law Firm to the Trust will be resolved pursuant to the Trust's dispute resolution procedures.
- 6.6 Force Majeure. Neither Party (including the Facility as the Trust's agent) will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of God, embargo, riot, sabotage, labor shortage or dispute, governmental act, or failure of Internet service, provided that the delaying Party: (a) gives the other Party prompt notice of such cause, and (b) uses reasonable efforts to correct promptly such failure or delay in performance.
- 6.7 Applicable Law. This Agreement shall be interpreted, construed, and enforced according to the laws of the State of Texas, without regard for its choice of law provisions.

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- 6.8 Binding Effect. Each of the undersigned persons represents and warrants that he or she is authorized to sign this Agreement on behalf of the Party he or she represents, and that he or she has the full power and authority to bind such Party to each and every provision of this Agreement. The person executing this Agreement on behalf of the Law Firm is a licensed, practicing attorney who is a partner or other principal in the Law Firm. A signature on a copy of this Agreement transmitted by facsimile or PDF will have the force of an original signature.

- 6.9 Severability. If any term or provision of this Agreement should be declared invalid or unenforceable by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Agreement shall remain in full force and effect.

- 6.10 Entire Agreement and Waiver. This Agreement constitutes the entire agreement and understanding between the Parties concerning the matters set forth herein. This Agreement may not be amended or modified except by another written instrument signed by the Parties. Any failure of either Party to exercise or enforce its rights under this Agreement shall not act as a waiver of subsequent breaches.

LAW FIRM:

[Name of Law Firm]

By: _____
[Signature Required]

Name: _____
[Print]

Title: _____

Date: _____

Email: _____

Tax ID/EIN: _____

DII INDUSTRIES, LLC ASBESTOS PI TRUST

By: _____

Title: _____

Date: _____

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ATTACHMENT 1: ELECTRONIC POP-UP SCREEN

The following will be imported into a pop up screen that will appear each time a user logs on for the first time:

In order to have access to this system you must click the "I AGREE" button below. By clicking the "I AGREE" button below, the Law Firm certifies that it is authorized by the Claimant to submit a claim, that all information submitted to the Facility during this on-line session shall comply in all respects with the requirements of Rule 11 of the Federal Rules of Civil Procedure, and that such information is being submitted subject to the terms of the Electronic Filer Agreement. In the event you wish to review the full text of the [Electronic Filer Agreement](#) you may do so by clicking the hyperlink.

I AGREE