

## Legal Services Terms and Conditions

These Legal Services Terms and Conditions (“Terms”) will govern the provision of services by Legility, LLC and its affiliates (“Supplier”) to the Federal Reserve Bank of Boston (“Bank”) as defined in the attached Exhibits 1 and 2 (“Services”). The Terms, Exhibit 1, Exhibit 2, Exhibit 3, Exhibit 4, and Exhibit 5 are collectively referred to herein as the “Agreement”.

1. **Client.** Unless agreed otherwise in writing, the Bank will be the Supplier’s sole client in this engagement. The Supplier will not be representing any Bank director, officer, manager, or employee; any Bank affiliate or subsidiary; any other Federal Reserve Bank (a “Reserve Bank”); the Board of Governors of the Federal Reserve System (the “Federal Reserve Board”); or the United States or any of its agencies or other instrumentalities.
2. **Engagement Term.** The Supplier will provide the Services to the Bank starting on the date of the last signature below and ending on October 31, 2021, unless sooner terminated in accordance with these Terms (“Engagement Term”). The parties may agree in writing to renew this Agreement for like terms.

### 3. Prices and Payment

- a. The Bank shall pay the fees for the Services as defined in Exhibit 3. The Supplier shall invoice the Bank in arrears. Each invoice shall: (1) include the relevant Bank purchase order number(s), (2) include the name of the Bank contact, (3) be accompanied by sufficient supporting documentation of all costs and calculations; (4) include a description of the Services it covers, and (5) be in a form acceptable to the Bank. Unless notified by the Bank otherwise in writing, the Supplier shall send invoices to the Bank by e-mail addressed to

The Bank

shall make payments within forty-five (45) days of receipt of Supplier’s acceptable invoice.

- b. The Supplier shall provide to the Bank with its signed copy of this Agreement a completed IRS form W-9 (Request for Taxpayer Identification Number and Certification) (“W-9”), Supplier Profile Form, and, if applicable, ACH Payment Authorization Form (the “Payment Authorization”) using the forms provided by the Bank. The Payment Authorization includes the Supplier’s written payment instructions the Bank will use to make payments by electronic fund transfer. The Supplier may update its Supplier profile information, including its payment instructions, by submitting to the Bank an updated W-9, Supplier Profile Form, or Payment Authorization, as the case may be. The Supplier shall submit updated Supplier profile information by e-mail. The Bank is not liable for any payment delayed or misdirected as a result of the Supplier’s failure to provide a properly completed W-9, Supplier Profile Form, or Payment Authorization or any inaccuracies in the completed forms. The Bank must have a reasonable time after receiving the forms to act on them.
- c. The Bank is exempt from all federal, state, and local taxation, except real estate taxes, under 12 U.S.C. § 531. Accordingly, the Supplier shall not charge the Bank for any federal, state, or local taxes from which the Bank, as a Federal Reserve

Bank, is exempt.

- d. Notwithstanding any other provision this Agreement, the Bank may reduce the amount of any payment otherwise payable to, or on behalf of, the Supplier by the amount of any obligation of the Supplier to the Bank that is or becomes due and payable, and the Supplier shall be deemed to have consented to such reduction.
4. **Insurance.** The Supplier shall maintain all insurance as required by law. In addition, the Supplier shall maintain professional errors and omissions insurance with a limit of liability of no less than \$5,000,000 per occurrence and in the aggregate, and with a retroactive date no later than the effective date of this Agreement, covering both the Supplier and the lawyers the Supplier uses to provide the Services. Such policy shall provide coverage for all costs, expenses, and damages incurred by the Bank, a Reserve Bank or the Board of Governors as a result of the Supplier's failure to comply with the confidentiality, data security, back-up, or storage requirements set forth in this Agreement, and shall provide coverage for network risk for damages related to security breaches and unauthorized access, including privacy damages, identity theft damages, data destruction, and misappropriation of data.

The Bank acknowledges that Supplier is not, and none of its affiliates are, a law firm and neither do, and will not at any time, provide legal advice. Specifically, Supplier is not engaged in the practice of law when providing the Services. Supplier is a "New Law" company whose personnel, including the attorneys it provides (the "Talent"), works directly and only under the direction and supervision of those attorneys who engage them ("Supervising Attorneys"). Specifically, when and to the extent that a Supervising Attorney requests any Supplier personnel as part of the Services to perform work which would constitute legal services, in performing those services such Talent will be acting under the supervision and control of Supervising Attorney who will have responsibility with respect to the Talent's substantive legal analysis relating to the matter for which the Services are performed. Supplier maintains professional liability insurance for errors and omissions, covering its business and its employees (including all Talent) while acting within the scope of their duties to Supplier. Supplier does not carry legal malpractice insurance.

5. **Service Contract Labor Standards Law.** The Supplier represents and warrants to the Bank that the services required will be essentially performed by individuals who would qualify as being engaged by the Supplier in a bona fide executive, administrative, or professional capacity as defined in 29 C.F.R. part 541 with only minor use of individuals who would be considered nonexempt from the requirements of 29 C.F.R. part 541.
6. **Workforce Inclusion.** The Supplier agrees that it does not discriminate in employment or subcontracting on the basis of race, sex, color, religion, national origin, gender identity, sexual orientation, age, genetic information, or disability. Bank does not discriminate on the basis of race, sex, color, religion, national origin, gender identity, sexual orientation, age, genetic information, or disability in the solicitation, award, or administration of contracts. Bank also promotes the acquisition of goods and services from small businesses. Bank is committed to ensuring that all Supplier's interested in doing business with Bank, including minority and women-owned businesses, have the maximum practicable opportunity to participate fairly in contracts awarded by Bank.

By entering into this letter, the Supplier confirms its commitment to equal opportunity in employment and contracting. To implement this commitment, the Supplier shall, to the maximum extent possible consistent with applicable law, provide for the fair inclusion of minorities and

women in its workforce. If requested by Bank, the Supplier shall provide documentation, satisfactory to Bank, of the actions it has undertaken to verify its good faith compliance with this requirement. To the maximum extent possible consistent with applicable law, the Supplier shall comply with this policy in the awarding of subcontracts and shall require its subcontractors, if applicable, to provide for the fair inclusion of women and minorities in each of their respective workforces. The Supplier understands and agrees that a breach of this section constitutes a material breach of this letter agreement.

The Supplier's contact for notices from the Bank's Office of Diversity and Inclusion is \_\_\_\_\_, Director of HR who may be reached at \_\_\_\_\_

7. **Points of Contact.** Each party shall designate an individual to act as the primary point of contact for managing the Services to be performed under these Terms. Other individuals may request and schedule services as needed if the primary points of contact are unavailable.

- a. For the Supplier:
- b. For the Bank:  
("Lead Bank Attorney")

8. **Conflicts.**

- a. The Supplier shall provide the Bank with attorneys to provide the Services ("Supplier Attorneys") who may be asked to assist Supervising Attorneys in their representation of clients as lenders ("Client Lenders") and as borrowers ("Client Borrowers") engaging with the MSLP through the origination of new loans. The Bank does not consider representation of Client Lenders or Client Borrowers in the origination of new loans to create a conflict of interest, provided that: (i) the Supplier Attorneys providing the Services or otherwise having access to the Bank's Confidential Information are not involved in such representation, (ii) the Supplier establishes and maintains information barriers between its work for the Bank in connection with the MSLP, and any other such representation; and (iii) the Supplier Attorneys do not represent Client Lenders or Client Borrowers in other matters or issues in connection with its participation in the MSLP, including but not limited to any restructuring or other work-out of such loan while the loan is in the MSLP.
- b. Supplier and its affiliates are not a law firm and do not have ethical/legal conflicts of interest as contemplated by the Model Rules of Professional Conduct for Attorneys. Each individual Supplier Attorney employed by Supplier to work on an assignment for Bank certifies that he or she has checked conflicts prior to the launch of a project/assignment. Each Supplier Attorney is, however, bound by their ethical obligation as an attorney for the Bank and the professional rules of conduct in working on any assignment for the Bank. The Supplier Attorneys on occasion may represent other clients in matters involving the Federal Reserve Board, the Bank and the other Reserve Banks. The Supplier's representation of the Bank does not preclude continuing representation of other clients by the Supplier as long as the Supplier Attorneys assigned to and working on a matter for the Bank do not become involved personally in any new representation that involves contact on behalf of other clients with any official or employee of the Federal Reserve Board, the Bank or the other Reserve Banks during the time the Supplier is representing the Bank. Each Supplier Attorney's employment documentation with Supplier includes protective confidentiality provisions with regard to any Bank information.
- c. Occasionally, the Supplier may be involved on behalf of other clients in the provision of

its services that would be, or might be, from a business perspective viewed as adverse to the Reserve Banks (including the Bank) or the Federal Reserve Board. Such an engagement for services could include litigation in which the Federal Reserve Board or a Reserve Bank is an adverse party to an entity for whom Supplier is rendering services or Supplier's Attorneys may conduct counseling where the position being pursued on behalf of his or her other client is adverse to a position of the Federal Reserve Board or a Reserve Bank. The Supplier's engagement hereunder by the Bank does not preclude the Supplier or its Supplier Attorneys as applicable from negotiating for, providing counseling to, or litigating on behalf of another client in a matter adverse to one or more Reserve Banks or the Federal Reserve Board as long as:

- i. The Supplier Attorney does not undertake any representation adverse to the Bank, another Reserve Bank, or the Federal Reserve Board that is substantially related to the subject matter of the representation being provided on the Bank's matter; and
  - ii. The Supplier Attorneys do not, while the Supplier is engaged for services to the Bank, become involved personally in any representation adverse to the Federal Reserve Board or any of the Reserve Banks, regardless of whether that representation is substantially related to matters on which the Supplier is working for the Bank. The Bank may, in its sole discretion, waive the conflict restrictions in paragraphs (a) and (b) above.
- d. The Bank expects that the Supplier and the Supplier Attorneys have conducted a conflicts evaluation prior to the engagement and has disclosed any conflicts to the Bank. The waivers in paragraphs (a), (b) and (c) above do not reach any and all conflicts, particularly where the existence of a conflict is a matter of judgment. The Bank and the Supplier will seek to identify any potential or actual conflicts not clearly addressed by these provisions. The Bank and Supplier will exercise common sense, good judgment, and sound discretion to neutralize or mitigate any potential or actual conflicts so identified in the best interests of the parties. The Bank may elect to waive a potential conflict. Measures to neutralize or mitigate conflicts may include creating effective information barriers screening attorneys working on a matter for the Bank from other Supplier attorneys representing clients whose interests may be affected by the Bank matter, and *vice versa*; compliance with the rules of professional conduct and case law pertaining to conflicts; and removal of the conflicted attorneys from the matter.

#### 9. **Ethical Standards and Background Investigations.**

- a. The Bank believes corporate citizenship includes social responsibility and treating all people with dignity and respect. The Supplier shall conduct itself in a manner consistent with these principles and exhibit ethical business and professional conduct in all representations of the Bank. Each Supplier attorney working on a matter for the Bank shall read the Bank's code of conduct, which is posted on the vendor information page of the Bank's website and shall conduct business with the Bank in a manner that would not, in any way, compromise the ability of a Bank employee to comply with the code.
- b. The Supplier has screened the background and qualifications of individuals assigned by the Supplier to any matter for the Bank. Any such individuals to whom the Bank gives physical access to Bank facilities or access to any information system or material nonpublic information may also be subject to background investigations by the Bank, including, without limitation, criminal background checks, drug testing, fingerprinting, credit history checks, and prior-employer reference checks. The Bank may perform background

investigations at any time before and after the individual begins to perform services for the Bank. The Supplier shall not assign to a matter for the Bank any individual who declines to complete a background investigation by the Bank.

- c. The Bank may conduct background investigations of the Supplier. The background investigation of the Supplier may include, without limitation, researching the Supplier's ownership, credit history, business history, and record of ethical conduct. If (i) the Supplier fails to cooperate promptly with any such background investigation or (ii) the Bank determines, in its sole discretion, that the results of any background investigation are not satisfactory to the Bank, the Bank may, at its sole option, terminate the engagement immediately and without any liability to the Bank other than to pay the Supplier for any services that have been properly rendered through the date of termination. If the Bank terminates the engagement due to an unsatisfactory background investigation, the Bank has no obligation to inform the Supplier of the specific results of the background investigation or why the Bank determined the results to be unsatisfactory.

10. **Publication and Media Relations.** The Supplier is not authorized to comment publicly on the Bank's legal or business matters. All media inquiries regarding the Bank's legal matters must be directed to the Lead Bank Attorney as soon as received. The Supplier may not use the Bank's name, any variation of the Bank's name, or any Bank or Federal Reserve trademark or logo in client lists or advertising or promotional materials or otherwise publicize or communicate the Supplier's relationship with the Bank unless the Supplier first obtains written consent from the Bank's general counsel. The Supplier shall not suggest or imply in any publication or presentation that the Bank endorses the Supplier or any of its services.

#### 11. **Confidentiality and Information Security.**

##### a. *Definitions.*

- i. "Confidential Information" means all of the following: (a) any nonpublic, proprietary, or confidential information, in oral, visual, written, electronic, or other tangible or intangible form, whether or not marked or otherwise designated as "confidential," provided to or received by the Supplier or to which the Supplier has access or may observe in connection with the Agreement or any potential engagement under the Agreement; (b) the client file compiled by the Supplier in connection with any engagement under the Agreement, including any information about the Bank's request for services and any potential engagement under the Agreement (each, a "Client File"); (c) material created by the Supplier in the performance of any services; (d) any personally identifiable information that may be provided to the Supplier in connection with any engagement; and (e) the Agreement, including the Terms and Conditions, Exhibits, and Engagement Forms and related documents. Confidential Information does not include information that (i) is or becomes generally known to the public through no breach of confidentiality obligations by the Supplier or by any person to which the Supplier provides the Confidential Information; (ii) is rightfully known by the Supplier and not subject to another confidentiality obligation to any person; (iii) is independently developed by employees or agents of the Supplier who do not have access to any Confidential Information; or (iv) is information the Bank expressly agrees in writing with the Supplier is not confidential.
- ii. "Personally identifiable information" includes any information linked or linkable to an individual by name or other identifying information except name, title,

business contact information (e.g., telephone number and email address), and business activities of the individual. Personally identifiable information shall not be considered “generally known to the public” merely because any part of it is available from other sources with or without charge or other consideration.

- b. *Permitted Use.* Confidential Information may be used by the Supplier and Supplier personnel solely for the benefit of the Bank and for administration of the engagement and the Supplier’s operations as they relate to the Bank and its matters. The Supplier shall handle Confidential Information in a manner consistent with rules of the professional conduct. The Supplier shall not duplicate, use, or disclose Confidential Information to any person without the Bank’s prior written consent other than to the Supplier’s employees and contractors (if approved by the Bank), officers who have a need to know the Confidential Information to perform the services, administer the Agreement, or conduct the Supplier’s operations as they relate to the Bank and its matters. The Supplier shall not process or store Confidential Information or allow Confidential Information to be accessed outside the United States without the express written consent of the Bank. In the event the Supplier is required to respond to a subpoena or other formal request for records or other information relating to the Supplier’s services for the Bank, including testimony at a deposition, the Supplier shall consult the Bank before responding to determine if the Bank wants to supply the information demanded and/or assert the attorney-client or other privilege that may apply.
- c. *Notice of Restrictions.* The Supplier shall inform each person to whom it discloses Confidential Information as permitted by the Agreement of the confidential nature of the information and the restrictions and conditions on its use and disclosure, and the Supplier shall require each such person to abide by those restrictions and conditions. In addition, if the Supplier provides any Confidential Information to any person who is not an employee of the Supplier, the Supplier shall require that person to agree in writing to the same restrictions and conditions on use and disclosure of the Confidential Information as are imposed on the Supplier under the Agreement.
- d. *Standard of Care.* The Supplier shall protect the Confidential Information in its possession or control according to commercially reasonable standards and no less diligently than the care it exercises to prevent unauthorized use or disclosure of its own sensitive confidential information. (Confidential Information in the Supplier’s possession or control includes, in all circumstances, Confidential Information placed by the Supplier, directly or indirectly, into the possession or control of any contractor or agent of the Supplier.) The Supplier shall implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of Confidential Information.
- e. *Unauthorized Use or Disclosure.* If Confidential Information is used or disclosed in any manner not permitted under the Agreement, if the Supplier is unable to account for any Confidential Information, or if the Supplier knows or suspects any security breach or other incident has occurred that could compromise the security or integrity of the Confidential Information, the Supplier shall notify the Bank in writing and by email promptly, but in no event more than one day after the Supplier becomes aware of the unauthorized use or disclosure or the loss of Confidential Information. The Supplier shall send its email notice addressed to \_\_\_\_\_ with a copy to the Bank’s general counsel and the Lead Bank Attorney. The Supplier shall take all measures reasonably required by the Bank to recover the Confidential Information, to mitigate the effects of the unauthorized use or disclosure or loss, to prevent further unauthorized use or disclosure or

loss, and to cooperate with the Bank and its agents in any investigation the Bank may undertake relating to the unauthorized use or disclosure or loss. The Supplier shall also take all measures required by applicable law in response to any actual or potential unauthorized use or disclosure or loss of personally identifiable information. The Supplier shall bear the costs of all such measures taken or to be taken by the Supplier.

- f. *Equitable Remedies.* The Supplier acknowledges that damages may not be an adequate remedy for the Supplier's violation of any terms of this article. If the Supplier violates or threatens to violate any terms of this article, the Bank may seek injunctive relief to restrain any breach or threatened breach or the Bank may seek specific performance of this article. The Bank may seek injunctive relief or specific performance of this section 10 in addition to any other remedies that it may have under applicable law.
- g. *Return or Destruction.* Subject to paragraph (h), upon the expiration or other termination of the Agreement, or at any other time requested by the Bank, the Supplier shall deliver to the Bank all records, data, information, and other material provided to the Supplier by the Bank or by any other person at the Bank's request and all work product (including work in process) created in the performance of any engagement. All records, data, information, and other material to which the Supplier may be given access in connection with any engagement are and will remain the property of the Bank or third parties from which the Bank obtained such material. Subject to paragraph (h), the Supplier shall also deliver to the Bank, or with the Bank's prior consent, destroy, all copies of other Confidential Information in the Supplier's possession or control. Confidential Information shall be delivered to the Bank within 30 days after expiration, termination, or Bank request, as applicable, using secure methods of delivery approved by the Bank. If the Supplier destroys materials containing Confidential Information, the Supplier shall use destruction techniques appropriate for the format of the materials and approved by the Bank, and the Supplier shall certify the destruction to the Bank in writing. The Supplier shall retain no copies of Confidential Information, including any compilations derived from and allowing identification of Confidential Information, except to the extent permitted under paragraph (h). The Bank acknowledges and agrees that before the Supplier delivers Client Files to the Bank, the Supplier will remove administrative documents, purely internal correspondence, and drafts of documents or memoranda that the Supplier may prepare but did not transmit to the Bank.
- h. *Delivery or Destruction Infeasible.* If the Supplier believes that the delivery or destruction of any Confidential Information is not feasible (including Confidential Information that is retained on secure backup media in accordance with standard backup procedures in a manner that makes it impractical for the Supplier to delete the Confidential Information), or if the Supplier is required by applicable law, accounting rules, or other professional rules to retain a record copy of any Confidential Information for some period, the Supplier shall notify the Bank in writing of the conditions that make delivery or destruction of the Confidential Information infeasible or that require retention of the Confidential Information. The Bank shall not withhold unreasonably its consent to the Supplier's request that it be permitted to retain certain Confidential Information under this section. The Bank hereby consents to the Supplier's retention, consistent with an established record retention program, of the Client File for an engagement for a period of up to five years following the completion of the engagement. Prior to disposal of a Client File, the Supplier shall advise the Bank in writing of the Supplier's intent to do so in order to give the Bank an opportunity to request the Client File. If the Bank consents to the Supplier's retention of Confidential Information other than a Client File for the reasons described in notice from the Supplier,

the Supplier may retain a copy of such Confidential Information for a period of up to five years following the completion of the engagement to which the Confidential Information relates. The Supplier shall handle all Confidential Information it retains subject to the restrictions of this section 10.

- i. *Duration.* The terms of this section survive the expiration or other termination of the Agreement as to any Confidential Information that remains in the Supplier's possession or control until the Confidential Information becomes public or otherwise ceases to be Confidential Information as defined in paragraph (a).
- j. *Information Security.* The Supplier shall maintain a comprehensive information security program during the period of the engagement and thereafter as long as the Supplier retains any Confidential Information of the Bank or regarding any engagement. As a condition to the Bank's providing Confidential Information for the Supplier to store or process in the Supplier's information systems, the Bank may require the Supplier to respond to the Bank's Information Security Review Questionnaire. The Supplier's initial response and any attachments and information provided as a follow-up to the initial response constitute, together, the "Questionnaire Response." The Bank will conduct its information security review of the Supplier, if required, with reference to the Questionnaire Response. Thereafter, during the term of any engagement, if and when the Supplier makes any material changes to its information security policies or to systems affecting its information security program such that the Questionnaire Response would no longer be materially accurate and complete, the Supplier shall promptly notify the Bank in writing that such change has been made and indicate the nature of the change. The Supplier shall provide any information the Bank may request so that the Bank may assess the impact of the Supplier's change on the performance of services. At the Bank's request, the Supplier shall also update the Questionnaire Response and respond to any new or supplemental information security questions the Bank may require of its service Suppliers from time to time. The Supplier shall provide any updated Questionnaire Response and responses to any new or supplemental information security questions to the Bank promptly after the request (within not more than 10 business days). The Bank may suspend the Supplier's provision of services until the Bank assesses the effect on the Bank of any additional information or changes to the Supplier's information security policies or systems affecting information security. The Bank may terminate the Agreement or any engagement without cost (except payment for services properly rendered through the termination date) upon notice if the Supplier fails to provide a timely response to any request for new or supplemental information security information or if the Bank determines that the Supplier's changes to its policies or systems increase risk to the Bank in a manner unacceptable to the Bank.

## **12. Warranties**

- a. The Supplier shall render the Service(s) in accordance with the timetable, delivery schedules, and/or milestones as may be set by the parties in this Agreement prior to the performance of Services.
- b. The Supplier shall provide and make available to the Bank such resources as are necessary to perform the Services. The Supplier shall assign only qualified, experienced personnel to perform the Service. All Supplier Personnel who perform the Services shall comply with the Bank's rules, policies, and procedures applicable to the Bank's facilities and access to Federal Reserve information systems, including security procedures, which may include background screenings,



fingerprinting, and drug testing of Supplier Personnel and as further defined in Section 9.

- c. Except for reasons beyond the Supplier's reasonable control, including illness, death, or termination of employment without prior notice, or due to personnel decisions the Supplier deems reasonably appropriate or necessary to comply with its own guidelines, rules and the law, the Supplier shall not remove, transfer, or reassign Supplier personnel who are either: (i) specifically identified in Exhibit 1; or (ii) filling key positions identified in Exhibit 1 ("Key Personnel") unless it first gives at least 30 calendar days' prior written notice to the Bank and identifies substitute personnel with appropriate skills and experience to perform the responsibilities of the Key Personnel they are replacing. If Key Personnel become unavailable without prior notice to the Bank for reasons beyond the Supplier's reasonable control, the Supplier shall notify the Bank as soon as practicable and identify substitute personnel with appropriate skills and experience to perform the responsibilities of the Key Personnel they are replacing. In either case, the Bank shall have the opportunity, at its request, to review the resume of any individual to be assigned as a replacement for Key Personnel and to object to the assignment of any individual the Bank finds unacceptable for the tasks to be performed. The Supplier acknowledges and agrees that the loss of Key Personnel does not excuse the Supplier's performance of the Services and completion of the deliverables as described in this Agreement.
- d. The Supplier warrants and covenants that the Services provided under this Agreement meet the requirements set forth in Exhibit 1 and shall meet all Service specifications. The Supplier warrants that the Services shall be performed in a professional manner, in accordance with the generally recognized standards of the Supplier's profession, and with a level of care, technical skill, and diligence commensurate with the requirements of the Service to be performed under this Agreement.
- e. The Supplier is responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and other items and Services furnished under this Agreement. If the Supplier fails to meet applicable professional standards or the requirements of the Service, the Supplier shall, without additional compensation, immediately correct or revise any error or deficiency. The Supplier further confirms that the Service provided hereunder will not violate or infringe upon the rights of others (including but not limited to, confidential information, trade secrets, patent, copyright, and trademark rights of third parties).
- f. If, in the Bank's reasonable judgment after consulting with Supplier, the Service fails to meet any warranties in this Agreement, Supplier agrees to use its commercially reasonable best efforts to correct such failure at no cost to the Bank. The Supplier agrees to indemnify, defend, and hold harmless the Bank for any damages to the Bank or to any third party resulting from a breach of this Agreement. Additionally, Supplier agrees that the Bank may obtain injunctive or other equitable relief to enforce the terms of this Section 12. The foregoing warranties survive

delivery and are not waived by the Bank's acceptance of, or payment for, said Service.

### 13. Indemnity

- a. The Supplier shall defend, indemnify, and hold the Bank and all Reserve Banks and the Board of Governors, and all of their respective directors, agents, employees, direct and indirect officers, and each of their successors and assigns (each, an "Indemnified Party") harmless from and against all claims, damages (including taxes), losses, costs and expenses (including attorneys' fees and costs of investigation and litigation), and liabilities arising out of or resulting to:
  - i. the Supplier's performance of its obligations under this Agreement, provided that any such claim, damage, loss, expense, or liability: (a) is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property; or (b) is caused in whole or in part by the negligent or willful act or omission of Supplier or any Supplier Personnel, and anyone for whose acts any of them may be liable;
  - ii. any incident resulting in a data breach or compromising data integrity, and any costs for the prevention of any such future incidents, including but not limited to, any costs of data recovery, system restoration, data monitoring, third party liability, government imposed actions, or penalties, notification to affected individuals, credit monitoring for affected individuals, or other measures reasonably requested by the Bank to protect the compromised information and continuity of its business operations;
  - iii. any breach of the confidentiality obligations in Section 7;
  - iv. any violation, in whole or part, of an applicable law, regulation, ordinance, or rule related to, or in the performance of Services under this Agreement; or
  - v. the Supplier's breach of this Agreement.
- b. The Bank shall notify the Supplier promptly of the claim for which indemnification is sought, provided that any failure or delay in giving such notice shall not relieve the Supplier of its indemnification obligations except, and then only to the extent, the Supplier is prejudiced by the failure or delay. The Supplier shall keep attorneys representing the Bank informed and shall promptly provide them with copies of all documents filed or served in connection with any such claim. The Supplier shall defend at the Supplier's own expense any such suit, claim, proceeding, or investigation and the Bank will cooperate with the Supplier in the defense of any claim. The Bank shall be entitled, at its option, to control or participate in the investigation and defense of any such suit, claim, or proceeding and shall have final approval of any settlement that imposes liability or obligations on the Bank. Notwithstanding the foregoing, the Supplier shall not settle, compromise, or in any other manner dispose of any claim for which the Bank is entitled to be indemnified by Supplier unless the settlement includes a full and final release of all claims

against the Bank, and imposes no liability or obligation on the Bank not expressly accepted by the Bank in writing. The indemnification obligations set forth in this Section 20 are not limited in any way by any limitation on compensation or benefits payable by or for the Supplier or any subcontractor under workers' compensation statutes, disability benefit acts, or other employee benefit acts.

14. ANY OTHER PROVISION IN THIS AGREEMENT NOTWITHSTANDING, NEITHER PARTY HERETO SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OR LOST PROFITS OR LOST REVENUES OF ANY KIND WHATSOEVER ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER BY SUPPLIER OR ANY OF ITS AFFILIATES, EVEN IF THE PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. SUPPLIER'S AND ITS AFFILIATES' MAXIMUM LIABILITY TO BANK ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER SHALL NOT EXCEED, IN THE AGGREGATE, TWO MILLION DOLLARS (\$2,000,000).
15. **Termination.** The Bank may at any time terminate this Agreement or all or some of the Supplier's Services defined in the Exhibits upon notice to the Supplier. The Supplier may terminate this engagement upon reasonable notice, in circumstances where it is ethically permitted to do so.
16. **Applicable Law.** The Agreement and any claims arising out of or in connection with the Agreement are governed by the laws of the United States and, in the absence of controlling federal law, the laws of New York even if applicable conflict-of-law rules indicate the laws of a different jurisdiction should govern. All claims litigated under the Agreement must be initiated in the U.S. District Court for District of Massachusetts the Boston in the county of Suffolk County, Massachusetts, and each party consents to the personal jurisdiction of that court.
17. **Amendment.** No amendment or modification of the Agreement will be effective unless it is in writing and signed by each party. An exchange of email is not effective to amend or modify the Agreement.
18. **No Exclusivity.** Nothing contained in these Terms and Conditions will be construed as creating an exclusive relationship between the parties. The Bank may purchase the same or similar Services from another company at its discretion.
19. **Definitions.** The following terms are used in the Agreement, these Terms and Conditions, and the exhibits with the meanings given them in this section.
  - a. The "Bank" refers to the Federal Reserve Bank of Boston.
  - b. "Client File" has the meaning given it in paragraph 11(a) of these Terms and Conditions.
  - c. "Confidential Information" has the meaning given it in paragraph 11(a) of these Terms and Conditions.
  - d. "Engagement Form" refers to the template that the Lead Outside Attorney must complete in order to receive a Bank Matter ID, which is required when the Supplier submits an invoice for services.
  - e. The "Supplier" refers to the Supplier signing the Agreement.

- f. "Lead Bank Attorney" is the in-house Bank attorney who is responsible for a matter for which the Bank has retained the Supplier under the Agreement.
- g. "Lead Outside Attorney" refers to the lawyer within the Supplier who is primarily responsible for the Supplier's work on a particular matter for the Bank.
- h. "Principal Partner" is the business or attorney partner at the Supplier responsible for the Supplier's overall relationship with the Bank and who signs the Agreement on behalf of the Supplier.

IN WITNESS WHEREOF, the Supplier and the Bank have caused this Agreement to be executed by their duly authorized representatives.

**AGREED:**

**Legility, LLC**

216 Centerview Drive, Suite 250

Brentwood, TN 37027

By: \_\_\_\_\_

Name \_\_\_\_\_

Title: Treasurer

Date: 10/19/20

**AGREED:**

**FEDERAL RESERVE BANK OF BOSTON**

600 Atlantic Avenue, Boston, MA 02210

By: 

Name: \_\_\_\_\_

Title: SVP & General Counsel

Date: 10/19/20

## Exhibit 1

### Service Description:

FRBB expects the selected Legality will offer deep expertise and experience related to financial services and lending to aid the FRBB in its review of loan participations related to the MSLP.

More information about the documents can be found here: <https://www.bostonfed.org/supervision-and-regulation/supervision/special-facilities/main-street-lending-program/information-for-lenders/docs.aspx>.

The Resources, defined below, will be available for the term of the Agreement.

Legality will provide at minimum 2 attorneys that work on this project full time and additional full-time and part-time attorneys on an as needed basis. The Bank may notify Legality in writing during the term of the Agreement of any changes to the staffing needs. Such changes will be effective as defined by the Bank in the notice, but in no event less than 30 days from the date of the notice.

Services will include:

**Resources:**

1. – see Contract Attorney – Client Purchase Order #10312 for additional information
2. - see Contract Attorney – Client Purchase Order #10312 for additional information.
3. Supplier will provide additional Purchase Orders to FRBB for additional attorneys upon request of the FRBB.

**Exhibit 2**

**Service Description:**

Services will include the following:

**Exhibit 3**

**Pricing**

<b>Bid 1 - Loan Participation Review Team</b>	<b>Attorney Name</b>	<b>Standard Hourly Rate</b>	<b>FRBB Rate</b>	<b>Notes</b>
Full-Time Team		\$185	\$160	Team Leader/ Full Time
		\$160	\$136	Full Time
		\$160	\$136	Full Time
		\$160	\$136	Full Time
		\$160	\$136	Full Time
		\$130	\$110	Full Time
		\$130	\$110	Full Time
		\$110	\$90	Full Time
		\$110	\$90	Full Time
		\$110	\$90	Full Time
		\$110	\$90	Full Time
Additional Part-Time Candidates		\$160	\$136	<i>Part Time</i>
		\$160	\$136	<i>Part Time</i>
		\$160	\$136	<i>Part Time</i>
		\$160	\$136	<i>Part-Time</i>
Optional Process PM		\$175	\$150	Optional Process PM/ As needed; 10 Hours/Month at No Charge
Optional Tech PM		\$200	\$170	Optional Tech PM/ As needed; 10 Hours/Month at No Charge

Optional/

<b>Bid 2 - Managed Document Collection and Review</b>	<b>Attorney Name</b>	<b>Standard Hourly Rate</b>	<b>FRBB Rate</b>	<b>Notes</b>
Full-Time Team		\$110	\$95	Team Leader/ Full Time
		\$95	\$59	Full Time
		\$95	\$59	Full Time
		\$95	\$59	Full Time
Optional PM		\$250	\$195	As needed/Optional Tech & MR PM

\*\*If any of the above attorneys become unavailable, Legility may propose to FRBB substitute attorneys with similar experience levels at the same hourly rates listed above.



## Exhibit 4

### Conflicts of Interest

Legility confirms we have taken the steps outlined in this memo and the Attorneys proposed have confirmed that they do not have a client conflict that would impair their ability to render services to FRBB. In addition, Legility confirms that we do not have a business conflict that would impair our ability to provide services to FRBB.

Legility (including its affiliates) is not a law firm. As an entity, we do not have ethical/ legal conflicts of interest as contemplated by Model Rules of Professional Conduct.

In the performance of services in connection with our Managed Solutions and Flexible Talent platforms, Legility recruits attorneys who work on a project basis under the direction and supervision of counsel in our clients' corporate legal department or law firms (a lawyer-to-lawyer business). It is the individual obligation of each such attorney to abide by the Model Rules of Professional conduct and the commensurate rules of ethical conflicts. Legility provides processes that are designed to confirm this obligation prior to each project, relying upon the information provided by its clients.

Accordingly:

Each attorney that is eligible to work on a Legility project, must affirm in writing the following:

1. Attorney is licensed and in good standing
2. Attorney has no known ethical conflict at the start of a project and no affirmative obligation to disclose (if such conflict discovery occurs any time throughout project)
3. Attorney is bound by Professional Rules of Conduct and foundational ethical obligations of
  - i. Competence in representation
  - ii. Duty of disclosure
  - iii. Confidentiality

### Confidentiality and Business Conflicts

To comply with confidentiality obligations under its contracts, as well as those generally expected by our clients, and to avoid business conflicts, Legility follows general best practices:

- 1 At the outset of any potential engagement, Legility's business development professionals and consultants check our internal systems for services provided to existing clients that may result in opposing interests/duties to those we would assume in connection with the proposed engagement or pose sensitivities that need further evaluation. If a determination is made that a sensitivity or potential business conflict exists, disclosure to clients and a collaborative approach to resolution with our clients set in motion through our Business Acceptance Process.
- 2 In the performance and delivery of services, we always adhere to our general best practices when it comes to confidentiality and project management and only share information on a "need to know" basis.

- 3 From time to time and if the results of our Business Acceptance Process so indicate, we may create “confidentiality by design” for a project, including measures in addition to our general best practices, such as staffing teams in different cities.

## **Exhibit 5**

### **Information Security Requirements**

#### **Information Security Standards:**

**Physical Security:** Access to physical servers at the data centers housing Confidential Information is limited to properly authorized individuals and environmental controls are established to detect, prevent and control destruction due to environmental extremes. Legility maintains locked perimeter doors in all offices that require personnel to use electronic key cards or physical keys and other reasonable measures designed to ensure that physical access to the Legility’s premises is limited to properly authorized individuals. The Data Center Provider that Legility is partnered with maintains physical access controls including the following:

- 24/7 Security Staff
- Visitor Screening
- CCTV Video Surveillance 24/7
- Videos kept for 90 Days, Images kept Indefinitely
- Dual-Factor Authentication via Biometric and Proximity Scanners
- Secure Shipping and Receiving Areas
- Equipment Screening
- Mantraps

**Secure Virtual Review Technology:** Legility takes a comprehensive approach to security and controls: From user endpoint devices to physical data center infrastructure, security has been built into the offering using a combination of virtual technologies, hardware, and strict user controls.

1. **Secure, Multifactor Verification:** Remote managed attorney review team members regularly verify their identity using advanced multi-factor authentication, preventing unauthorized users from accessing any individual account or client environment.
2. **Secure User Segmentation:** All remote attorney review team members have a unique and isolated remote desktop session, further enhancing security and eliminating the potential for data overlap between users.
3. **Private, Secure Data Centers:** Servers hosting client data are located in Legility’s ISO-certified private data centers secured within multiple layers of physical and software controls. Both data centers and servers within the data centers can only be accessed by authorized personnel.
4. **Information Security Training and Compliance with Managed Attorney Remote Standards**
  - a. To be eligible for remote attorney review, Legility attorneys must:
    - i. Successfully complete and acknowledge Legility Security Training and Policies
    - ii. Affirm in writing: Professional Obligations of maintaining client confidentiality including location of where remote work will be performed

- iii. Required participation in virtual daily stand ups with the entire review team to discuss team objectives for the day and provide feedback from supervising counsel.

5. **Virtual Project Management:** We monitor productivity and quality review teams throughout the project and provide daily updates to counsel and the client. We have frequent virtual meetings with the team to communicate expectations, project status, and feedback from counsel. Finally, we will enforce all of the information security requirements listed above.

**AMENDMENT NO. 1**  
**to**  
**LEGAL SERVICES TERMS AND CONDITIONS**

THIS Amendment No. 1 (this “**Amendment**”), is entered as of December 22, 2020 (the “**Amendment Effective Date**”), and shall modify those certain Legal Services Terms and Conditions (the “**Agreement**”), entered into as of October 19, 2020, by and between Federal Reserve Bank of Boston (“**FRBB**”) and Legility, LLC (“**Supplier**”). All capitalized terms used in this Amendment that are not otherwise defined herein shall have the same meanings set forth in the Agreement. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Agreement shall control and govern.

**WITNESSETH**

WHEREAS, FRBB and Supplier desire to amend the Agreement to add MS Facilities LLC (“**MS Facilities**”) as a payor for Supplier’s services thereto;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Agreement shall be modified as follows:

1. The following paragraphs will be added as Section 3(e) of the Agreement:

Starting December 7, 2020, the Supplier will bill MS Facilities, the Special Purchase Vehicle established by the Bank (“SPV”) and whose Managing Member is the FRBB, for services substantially related to the . The invoices to the MS

Facilities LLC should be sent to

and

For other services under this Agreement, the Supplier will continue to bill the FRBB.

For those services for which the Supplier is not readily able to make this determination, the Supplier shall bill the SPV. If particular services are billed inadvertently to the wrong entity, the FRBB will notify the Supplier for updated invoices and, if appropriate, the services will be billed to the correct entity. Section 3’s terms apply to the invoices billed to the SPV. This invoicing procedure can be amended by written correspondence.

2. Except as provided herein, the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Amendment as of the Amendment Effective Date by the undersigned duly authorized representatives.

FEDERAL RESERVE BANK OF BOSTON

LEGILITY, LLC

By:  \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Senior Vice President & General Counsel

Title: Treasurer

Date: 12/31/2020

Date: 12/30/2021