

STATEMENT OF WORK II FOR ROSS BULK MEMOS

This Statement of Work II incorporates and is made pursuant to the October 15, 2015 Master Services Agreement (“MSA”) by and between ROSS Intelligence, Inc. (“ROSS”), a Delaware corporation and LegalEase Solutions, LLC (“Contractor”) a Michigan limited liability company.

1. Definitions: Terms and expressions not expressly defined in this Statement of Work, shall have the following meanings:
 - 1.1. “Case Law” means judicial decisions originating from a judicial or administrative body in the United States of America, or as otherwise prescribed in writing by ROSS and sent to Contractor.
 - 1.2. “Legal Research Question” means a question grounded in legal principles.
 - 1.3. “Memorandum or Memo” means a memorandum of law that answers a Legal Research Question.
 - 1.4. “Quote” means an independent paragraph excerpt from Case Law.
 - 1.5. “Reference List” means the list of Case Law included in the Memo.
 - 1.6. “Deficiency” means a reference quote that does not directly answer the ROSS question.
2. Additional Terms and Expressions: Additional capitalized terms and expressions have the meanings ascribed to them in the MSA.
3. Currency: Unless stated otherwise, all dollar figures in this Statement of Work are in United States dollars.
4. Term: Subject to the termination provisions of this Agreement, the term of this Statement of Work shall be for a period of three months commencing on September 19, 2017 and expiring on December 19, 2017 (“Initial Term”). Upon the expiration of the Initial Term, this Statement of Work shall renew with the prior written mutual consent of ROSS for successive three month periods (“Renewal Terms”), unless terminated pursuant to the terms of the Agreement. The terms Initial and Renewal Terms shall be collectively referred to as the “Term”.
5. Description of Service:
 - 5.1. Contractor agrees to provide ROSS with bulk Memos. Contractor agrees to meet the expectations for performance as set forth in this Statement of Work. Contractor’s attorneys will research topics and Legal Research Questions from any Federal or State jurisdiction in the United States, without regard to any legal decisions, draft Memos, and compile the Memos in the format approved by ROSS.
 - 5.2. Each Memo shall include a Legal Research Question and a Reference list with a target of at least four (4) and no more than six (6) Quotes.
 - 5.3. Two (2) to four (4) Quotes in each Memo shall contain either a “great” or “good” independent answer to the Legal Research Question. A “great” Quote is one that contains an answer to all essential elements of the Legal Research Question while a “good” Quote is one that contains an answer to most essential elements of the Legal Research Question. The Contractor shall strive for four (4) “good” or “great” Quotes per question. However, if

Contractor is only able to find 2 or 3 “good” or “great” Quotes, they shall only provide 2 or 3 “good” or “great” Quotes. Contractor shall strive to have more “great” than “good” Quotes.

- 5.4. One (1) Quote in each Memo shall contain a “topical” independent response to the Legal Research Question. A “topical” response is a response that answers and/or references limited components of a Legal Research Question but does not answer the essential elements of such Legal Research Question.
- 5.5. One (1) Quote in each Memo shall contain an “irrelevant” independent response to the Legal Research Question. An “irrelevant” response is a response that contains one or more keywords from the Legal Research Question but does answer and/or reference any elements of the Legal Research Question, either limited or essential.
- 5.6. Contractor shall label whether a Quote contains a response that is “great”, “good”, “topical” or “irrelevant” and double bracket and bold the specific component(s) of each such Quote that is “great”, “good”, “topical” or “irrelevant.” Contractor shall also label which legal practice area each Quote falls under.
6. Changes: ROSS reserves the right to request changes, deletions, or additions as deemed necessary by ROSS and Contractor. ROSS’ proposed changes shall become effective only by written agreement of Contractor.
7. Production/Delivery Schedule: Contractor agrees to draft ROSS questions and Memos pursuant to the Production Run schedule below. In the First Production Run of Memos, Contractor shall commence providing deliverables on October 19, 2017 and conclude on December 19, 2017, as outlined below. For the Subsequent Production Runs of Memos, Contractor shall provide 20,000 Memos in subsequent months to ROSS.

First Production Run

Delivery Date	Amount of Memos
October 19, 2017	5,000
November 19, 2017	10,000
December 19, 2017	10,000

Subsequent Production Run

Delivery Date	Amount of Memos
Month 1	20,000
Month 2	20,000
Month 3	20,000
Month 4	15,000

8. Fee: ROSS shall pay Contractor pursuant to the schedule below:

Reference Quotes	Price per Memo
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4 Quotes + 1 topical and 1 irrelevant Quote	\$26.17
3 Quotes + 1 topical and 1 irrelevant Quote	\$24.55
2 Quotes + 1 topical and 1 irrelevant Quote	\$21.00

Contractor shall provide a 5% volume discount to ROSS for any Memo purchase over 25,000 and a 15% volume discount for a total order of 100,000 Memos.

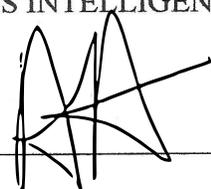
9. Payment: ROSS shall pay Contractor in advance at the beginning of each month for the following 30 days of expected output at a minimum \$21.00 price per Memo (each, an "Advance Payment"). For clarity, the Advance Payment for the (i) first 5,000 Memos of the First Production Run due October 19, 2017 shall be \$105,000 and shall be made on September 19, 2017; (ii) subsequent 10,000 Memos of the First Production Run due November 19, 2017 shall be \$210,000 and shall be made on October 19, 2017 and (iii) final 10,000 Memos of the First Production Run due December 19, 2017 shall be \$210,000 and shall be made on November 20, 2017. For any Subsequent Production Run, the Advance Payment shall be \$420,000. If there is a difference between an Advance Payment amount and aggregate Memo cost during a Production Run pursuant to the Section 8 Fee schedule (the "Cost Difference"), Contractor shall provide ROSS a detailed accounting of such Cost Difference in a timely manner and ROSS shall pay such Cost Difference within seven (7) days receipt of such detailed accounting.
10. Delivery: Contractor shall deliver batched Memos via e-mail or FTP to ross@rossintelligence.com and via the ROSS Memo upload portal (the "Portal"). The Portal shall meet necessary specifications of speed and capacity to process daily batched Memo uploads.
11. Quality Assurance: Contractor shall ensure the Memos submitted follow the (i) quality control processes detailed in the LegalEase Solutions Quality Control Guide ("QCG") provided in Schedule A to this Statement of Work and the (ii) Quality Control Checklist provided in Schedule B to this Statement of Work. Contractor shall follow a staged quality control process. There will be 100% quality control for the first 2000 Memos, 75% for the next 10,000 Memos and 25% for the remaining Memos. If any of the Memos submitted do not meet the parameters prescribed in the QCG, ROSS shall inform Contractor of such Deficiencies within 14 days of receipt of the applicable Memos. If no such notice is received within the prescribed 14 days, the applicable Memos shall be deemed fully accepted by ROSS. A 15% penalty shall be charged to any Memo and/or batch of Memos that fail to meet the QCG requirements.
12. Reporting: Contractor shall email daily reports to ROSS which include the production totals, QCG results, and other requested information from ROSS.
13. Destruction of Memos: Contractor acknowledges that the Memos constitute Confidential Information and shall remove and destroy all Memos and copies of Memos in its

possession within sixty (60) days of each Production Run and shall concurrently confirm to ROSS that such removal and destruction has occurred.

14. Existing Agreements: This Statement of Work is ancillary to existing agreements, including, but not limited to the MSA and prior Statements of Work.

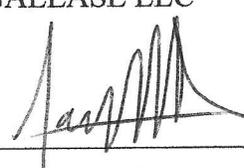
Date: September 15, 2017

ROSS INTELLIGENCE, INC.

By: 

Name: Andrew Arruda
Title: Chief Executive Officer

LEGALEASE LLC

By: 

Name: Tariq Hafeez
Title: President

Quality Control Guide for ROSS Intelligence

Drafting Questions, Preparing Responsive
Memorandum, and Quality Control
Procedures

LegalEase Solutions LLC



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Overview

Introduction

The LegalEase Solutions Quality Control Guide (“QCG”) is the primary quality assurance resource and playbook for our attorneys. This QCG provides all the tools and resources needed for the drafting and delivery of ROSS Intelligence memos.

Audience

The intended audience for this guide is our attorneys who prepare Ross memos. Additionally, this guide may be utilized by ROSS to review our internal process.

Objectives

This guide:

- Identifies clear guidelines for attorneys to follow when designing, developing, and researching, drafting, and delivering ROSS memos.
- Describes quality control standards for ROSS memos.
- Describes quality control procedures and processes set in place for ROSS memo production.



Legal Disclaimer

This Quality Control Guide includes proprietary, confidential, and/or trade secret information. LegalEase considers this information to be a trade secret not subject to disclosure.



The LegalEase ROSS Team and Process

We have organized a comprehensive team for this project. Leading the team for ROSS operations are Teri Whitehead, VP of Global Strategy and Gayathri Rajeev, Director of Operations in India. Teri and Gayathri will oversee operations and are available anytime to address and resolve any potential concerns.

Attorneys. Our team of attorneys will research topics and questions, draft the memos, and compile the memos in the ROSS approved format. We will ensure that our attorneys follow this QCG for drafting memos and utilize our internal associate work product checklists. The steps include:

- i. Using our LegalEase's creative process, to produce ROSS questions.
- ii. Research answers to questions.
- iii. Draft ROSS memorandum.

Quality Control Attorneys. We have allocated a minimum of 5 separate QC attorneys to independently review memos, ensuring that ROSS standards are met. These attorneys have a minimum of 3 years' experience in these positions. The QC team will be expanded as needed per the scope and requirements of this project. The QC team will follow the QC checklist setting out the steps to be followed in completing the process. These steps include:

- i. Review and confirm the grammar, question format, and citations.
- ii. Confirm and review short answer and legal analysis.
- iii. Review reference quotes for relevancy.
- iv. Confirm case law.
- v. Advise associates of errors and design action plan to avoid future errors.

Staged Quality Control Process. Our QC attorneys will follow LegalEase's staged quality control process. We have used this process with success on other large accounts with over 50,000 documents.

First Stage:

100% QC of 2000 Memos. Our QC attorneys will QC 100% of the first 2000 memos.

Second Stage:

75% for the next 10,000 memos. Our QC attorneys will QC 75% of the next 10,000 memos.

Third Stage:

25% for the remaining memos. Our QC attorneys will QC 25% or more of the remaining memos.



Production Expeditors. Our dedicated ROSS production expeditors will comply and follow ROSS' process on delivery, including the portal upload, data tracking, and logistics. These steps include:

- i. Validate question originality.
- ii. Upload memorandum to ROSS dedicated portal.
- iii. Update internal LE production tracking sheet.
- iv. Email production totals of attorneys and QC attorneys to Project Managers.
- v. Update internal exception error tracking sheet.
- vi. Update ROSS' completion tracking sheet.

India and US Project Managers. We have assigned to ROSS, three project managers. Our project managers will guarantee and ensure ROSS quality and processes. Having project managers in different time zones will provide round the clock attention and access.

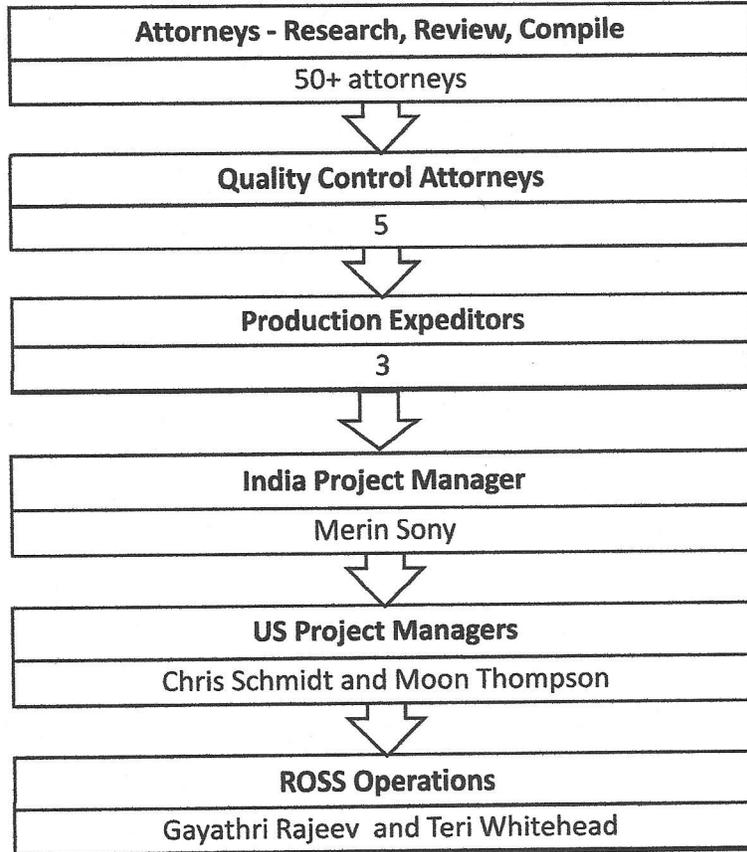
The role of the PM's include:

- i. Review production of attorneys, QC attorneys, production expeditors.
- ii. Daily review protocol and process for efficiencies following LE model theory of constraints.
- iii. Address any concerns.
- iv. Email daily reports to LegalEase Operations detailing production, legal topics addressed, upload process production, improved efficiencies, and QC results.

Ross Operations. Teri Whitehead and Gayathri Rajeev will oversee all aspects of this project. Teri and Gayathri's role includes the following:

- i. Address any concerns.
- ii. Email daily reports to the ROSS team providing production totals, QC results, and other requested information.
- iii. Host daily conference status calls with the ROSS Production team.

The LegalEase ROSS Process Flowchart



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Date of Issue : 07.08.2017
Periodic Review : 09.15.2017
Revision No :

Quality Control Checklist for ROSS Intelligence

LegalEase Solutions LLC

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QUALITY CONTROL CHECKLIST FOR ROSS BULK MEMOS

Attorney - ROSS Intelligence Checklist

Description	Completed
1. Draft ROSS questions following LegalEase Creative Process.	
2. Research questions using online resources and accounts.	
3. Label cases as great, good, topical, and irrelevant.	
4. Confirm that great, and good quotes answer the question directly.	
5. Add topical and irrelevant cases.	
6. Confirm that the topical and irrelevant cases meet the criteria.	
7. Confirm grammar correct throughout memo.	
8. Confirm the font and space of the memo.	
9. Follow file name convention.	

Review Attorney - ROSS Intelligence Checklist

Description	QC 1	QC 2
Question should not be state specific.		
Grammar check of question.		
Quotes to be labeled correctly. GREAT – must contain all essential elements of the question. GOOD – contains most of the essential elements of the question.		

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TOPICAL – foundation quote, background information. IRRELEVANT– has no reference or relevance.		
Should label as Great Case 1, Great Case 2, and not Great Quote.		
Bracketed language must answer question. Bracketed language may be up to a paragraph. If necessary, you can double bracket separate sentences. Bracketed language must be a sentence. Not just two words.		
Double Brackets, and Content in Bold.		
No red squiggly line.		
Confirm reference quote. Ensure Topical quote and Irrelevant quotes are added.		
Smartsheet updates.		
Double check the Form - Double Brackets for Quotes. No highlights.		
Memo number.		
Memo saved in correct format – naming convention.		