



RESELLER ORDER FORM TERMS AND CONDITIONS (v.2022.03.28)

These Reseller Terms and Conditions, together with the accompanying order form (the "Order Form"), constitutes a binding agreement (this "Agreement") between the reseller partner named on the Order Form ("Partner") and the applicable Litera entity determined in accordance with Section 8.1 ("Litera"), and sets forth the terms and conditions of Partner's purchase of the applicable Litera software or software-as-a-service offering(s) set out on the Order Form (the "Product(s)"). By signing any order form that references these Reseller Terms and Conditions, Partner agrees to the terms and conditions of this Agreement. If the Parties have a fully executed partner agreement that expressly governs orders by Partner for the Product(s) for resale to Customer, such agreement shall supersede this Agreement. Partner and Litera are each referred to as a "Party" and collectively as the "Parties".

1 DEFINITIONS

For purposes of this Agreement, in addition to the capitalized terms defined elsewhere in this Agreement, the following terms will have the following meanings:

"Customer" means a person or entity that acquires the Product(s) from Partner, as set out on the Order Form.

"Customer Terms of Use" means the agreement between Litera and Customer that governs Customer's use of the Product(s). Litera's Customer Terms of Use vary by Product and are available at <https://www.litera.com/terms/additional-terms-of-license/>.

"Documentation" means the instructional, operating or user manuals that Litera makes available in any form, including electronic download, that relate to the operation of the Product(s), as updated by Litera from time to time.

2 Order; Customer Terms of Use; Restrictions

2.1 Resale. Partner represents to Litera that it is ordering the Product(s) solely for resale to Customer in accordance with this Agreement. Partner has no right to access or use the Product for Partner's own benefit, including use of the Product(s) as a service bureau or to provide a service directly or indirectly to third parties, including Customer.

2.2 Customer Terms of Use. Partner may not provide the Customer with the Product(s), or permit the Customer to access or use the Product(s), except in accordance with the Customer Terms of Use. Partner shall ensure that its contract with the Customer requires the Customer to agree to and be bound by the Customer Terms of Use. Partner may not negotiate the Customer Terms of Use or agree to any conflicting, different or additional terms from those set out in the Customer Terms of Use. For

greater certainty, the contract between Partner and Customer must contain a minimum initial subscription term of one year, and cannot auto renew.

2.3 OFAC. Partner represents and warrants that neither it nor Customer is incorporated or resident in a country subject to economic or trade sanctions by the U.S. State Department and/or OFAC or listed as a "Specially Designated National," a "Specially Designated Global Terrorist," a "Blocked Person," or similar designation under the OFAC sanctions regime.

2.4 Restrictions. Partner shall not (and shall not permit any third party to): (i) modify, copy, translate, or create derivative works of, the Product(s); (ii) bundle, package or otherwise sell the Product(s) with, or as part, of any other product or services; (iii) reverse engineer, decompile, disassemble, or otherwise seek to obtain or derive the source code of the Product(s); (iv) attempt to interfere with or disrupt the integrity or performance of the Product(s), or attempt to gain unauthorized access to the Product(s); (v) permit or authorize the Customer to use the Product(s) in violation of or beyond the licenses or rights granted herein, or in the Order Form or Customer Terms of Use; (vi) remove or obscure any copyright labels or proprietary notices contained in the Product(s); or (vi) distribute, sell, or otherwise make the Product(s) available to, to third parties other than Customer for Customer's internal business purposes. Unless otherwise stated in the applicable Order Form, Partner will not provide support services.

3 FEES AND PAYMENT

3.1 Fees; Payment. Partner shall pay all fees and other amounts set out on the Order Form within thirty (30) days or such other period as expressly set out in the Order Form. Except as expressly provided for herein, all fees are non-refundable, non-

cancellable and not subject to set-off. All fees are payable by Partner in the currency set out in the Order Form. Any amounts arising in relation to this Agreement not paid when due will be subject to a late charge of one and one-half percent (1 1/2 %) per month (eighteen percent (18%) per annum) on the unpaid balance or the maximum rate allowed by law, whichever is less. Partner shall have full discretion to determine the price and payment terms it charges Customer.

3.2 Taxes. Partner is responsible for payment of all applicable taxes, duties, levies, tariffs, and other governmental charges relating to Partner's purchase and resale of the Product(s), other than taxes based on Litera's net income (collectively, "Taxes"). If Litera has a legal obligation to pay or collect Taxes, the appropriate amount shall be computed based on Partner's ship to address and invoiced to and paid by Partner, unless Partner provides Litera with a valid tax exemption certificate authorized by the appropriate taxing authority.

4 CONFIDENTIALITY

4.1 Confidentiality. The Parties acknowledge that during this Agreement, they may obtain non-public, technical and non-technical information of the other Party and its affiliates relating to the other Party's business activities, operations, processes, technology or products ("Confidential Information"). For greater certainty, the terms of the Order Form and the Product(s) and Documentation are Confidential Information of Litera. Each Party will: (i) use such Confidential Information only in connection with fulfilling its obligations or exercising its rights under this Agreement, (ii) during the term of this Agreement hold such Confidential Information in strict confidence and use reasonable efforts to safeguard such Confidential Information (except that Confidential Information that is trade secrets shall be held in confidence and safeguarded for the longest period allowed by applicable law); and (iii) disclose, distribute or make available such Confidential Information only to its affiliates and its and their employees and representatives who have a need to know, or have access to, the Confidential Information in order for them to carry out the purpose of this Agreement and who are subject to binding confidentiality obligations consistent with this section, and to no other person or entity, without the disclosing Party's prior consent. The provisions of this Section will not apply to any information which: (a) is, at the time of its disclosure, generally available to the public; (b) becomes generally available to the public

through no fault of the receiving Party; (c) is, prior to its initial disclosure, in the possession of the receiving Party; (d) is independently developed by the receiving Party without use of or reference to any of the disclosing Party's Confidential Information; (e) is acquired by the receiving Party from any third party reasonably considered as having a right to disclose it or (f) is required to be disclosed by applicable law, court order, subpoena, or similar demand, or applicable regulatory authorities, but in such event only to the extent required to be disclosed and after due notice is given to the other Party (unless such notice is prohibited by law).

5 OWNERSHIP; INTELLECTUAL PROPERTY

5.1 Litera IP. Litera, its affiliates and licensors retain all right, title and interest, including all copyrights, trade secrets, patents and other intellectual property rights, in the Product(s) (including all software and technology underlying Product), the Documentation, and any derivative works, modifications or improvements of any of the foregoing. Litera reserves all rights in the Product(s) and Documentation not expressly granted herein.

5.2 Feedback. Partner grants to Litera a royalty-free, worldwide, transferrable, sublicensable, irrevocable, perpetual license to use and/or incorporate into any of its products or services, including the Product(s), any suggestions, enhancement requests, recommendations or other feedback provided by Partner.

6 WARRANTIES, INDEMNITIES AND LIABILITY

6.1 Limited Warranty. Litera provides a limited warranty to the Customer in respect of the Product(s) as set out in the Customer Terms of Use.

6.2 Disclaimer. EXCEPT AS SET OUT IN SECTION 6.1 ABOVE, THE PRODUCT(S) ARE PROVIDED TO PARTNER AND TO THE CUSTOMER ON AN "AS IS" BASIS. LITERA SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, SECURITY, ACCURACY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, LITERA DOES NOT WARRANT THE RESULTS OF USE OF THE PRODUCT(S) OR DOCUMENTATION OR THAT THE PRODUCT(S) IS BUG/ERROR FREE OR THAT ITS USE WILL BE UNINTERRUPTED.

6.3 Litera Indemnity. Subject to Section 6.5, Litera will defend Partner against any third-party claim, demand, suit or proceeding made or brought against Partner alleging that the Product(s) infringes or misappropriates any third-party intellectual property

rights in any country which is a contracting party to the WIPO Copyright Treaty (an “Infringement Claim”); and will indemnify and hold Partner harmless from any resulting damage awards or settlement amounts. The foregoing indemnity shall not apply to any Infringement Claim relating to or arising out of: (i) any misuse of the Product(s) in breach of this Agreement or the Customer Terms of Use; (ii) any combination, operation or use of the Product(s) with any hardware, products, program, data or material not supplied or approved in writing by Litera; or (iii) any modification of the Product(s) not approved in writing by Litera (each, an “Infringement Exclusion Event”). If any Product is held or believed to infringe on a third party’s intellectual property rights, Litera may, in its sole discretion, (x) modify the Product to be non-infringing, (y) obtain a license for Partner’s continued use of such Product; or (z) terminate the applicable Order Form and refund Partner a pro-rata portion of any prepaid fees under such Order Form that cover the remainder of the Subscription Term after the date of termination. This Section states Litera’s entire liability, and Partner’s sole and exclusive remedy, for any claim of infringement.

6.4 Customer Indemnity. Subject to Section 6.5, Customer will defend Litera against any third-party claim, demand, suit or proceeding made or brought against Litera arising out of or relating to: (i) any Infringement Exclusion Event; or (ii) any breach by Partner of Section 2; and will indemnify and hold Litera harmless from any resulting damage awards or settlement amounts.

6.5 Indemnity Conditions. The indemnities in this Agreement are conditional upon the Party claiming indemnification (the “Indemnified Party”): (i) promptly notifying the indemnifying Party (the “Indemnifying Party”) in writing of such claim, demand, suit or proceeding; (ii) giving the Indemnifying Party sole control of the defence and settlement thereof; and (iii) cooperating and assisting in such defence at the Indemnifying Party’s reasonable request and expense. Notwithstanding the foregoing, the Indemnifying Party shall not settle any claim, demand, suit or proceeding without the Indemnified Party’s prior consent if the settlement would require the Indemnified Party to: (a) pay any amounts or (b) make any admission of wrongdoing or fault.

6.6 Exclusion of Indirect (Consequential) Damages. Notwithstanding anything else to the contrary in this Agreement and only to the extent permitted by applicable law, neither Party will be responsible for special, indirect, incidental, consequential or other

similar damages (including damages for loss of business or profits, business interruptions or harm to reputation) that the other Party or its affiliates may incur or experience in connection with this Agreement or the Product(s), however caused and even if such Party has been advised of the possibility of such damages; provided that the foregoing exclusions will not apply to: (i) either Party’s wilful, criminal or fraudulent misconduct; or (ii) either Party’s liability under its indemnity obligations.

6.7 Limitation of Liability. Notwithstanding anything else to the contrary in this Agreement and only to the extent permitted by applicable law, in no event shall Litera’s maximum liability under this Agreement exceed the aggregate amount of fees paid by Partner to Litera or to a Partner under the Order Form in the twelve (12) months preceding the incident giving rise to the liability; provided that the foregoing limitation will not apply to limit: (i) Litera’s liability for its wilful, criminal or fraudulent misconduct; or (ii) Litera’s liability under its indemnity obligations under Section 6.1.

6.8 Application. The limitation of liability and exclusion of certain damages contained in this Agreement shall apply whether an action is in contract, tort or otherwise, and regardless of the theory of liability or failure of the essential purpose of any remedy.

7 TERM; TERMINATION

7.1 Term of Agreement. The term of this Agreement shall commence on the date of the Order Form and continues until expiry of the Subscription Term.

7.2 Termination for Cause. Either Party may terminate this Agreement immediately: (i) upon the other Party’s material breach of this Agreement if such breach, if capable of cure, is not cured within thirty (30) days following notice thereof (or, if incapable of cure, immediately upon notice of such breach); (ii) if the other Party becomes subject to appointment of a trustee or receiver for all or any part of its assets, becomes insolvent or bankrupt, or makes any assignment for the benefit of creditors.

8 CONTRACTING ENTITY; GOVERNING LAW AND VENUE; DISPUTE RESOLUTION.

8.1 Contracting Entity; Governing Law; Venue. If the Partner’s ship to address set out in the Order Form is in North America: (i) the Litera contracting entity is Freedom Solutions L.L.C.; (ii) this Agreement will be governed by the laws of the State of Illinois, without regard to any conflicts of law principles; (iii) subject to Section 8.2, the Parties expressly consent

to the exclusive personal jurisdiction of the state and federal courts in Cook County, Illinois; and (iv) the venue for arbitration will be Cook County, Illinois. If the Customer's ship to address set out in the Order Form is in located in APAC (meaning Asia Pacific Region which includes all countries bordering the Pacific Ocean on the side of Asia, including Australia and New Zealand): (i) the Litera contracting entity is DocsCorp Pty. Ltd; (ii) this Agreement will be governed by the laws of New South Wales, without regard to any conflicts of law principles; (iii) subject to Section 8.2, the Parties expressly consent to the exclusive personal jurisdiction of the courts in Sydney, New South Wales, New South Wales; and (iv) the venue for arbitration will be Sydney, New South Wales. If the Customer's ship to address set out in the Order Form is in any country outside of North America or APAC: (i) the Litera contracting entity is Workshare Limited; (ii) this Agreement will be governed by the laws of England and Wales, without regard to any conflicts of law principles; (iii) subject to Section 8.2, the Parties expressly consent to the exclusive personal jurisdiction of the courts in London, England; and (iv) the venue for arbitration will be London, England. The UN Convention on the International Sale of Goods shall not apply to this Agreement.

8.2 Dispute Resolution. The Parties shall, in good faith, attempt to resolve any dispute, controversy, or claim arising out of or relating to this Agreement (each, a "Dispute") The Parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between themselves. In the event of a Dispute, upon written request of either Party, each Party's appropriate representatives will meet within 7 days of receipt of the written request for purposes of resolving the Dispute. If the Parties are unable to resolve the Dispute within 30 days of such meeting, either Party may submit the matter to a final, confidential and binding arbitration, without right of appeal, under the rules of arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The applicable law and the venue for arbitration proceedings shall be applied as stated in this Agreement. The arbitral tribunal shall take account of the provisions of this Agreement and the arbitral tribunal shall assume the powers of an amiable compositeur or decided ex aequo et bono only if the Parties have agreed to give it such powers. All arbitration proceedings shall be conducted solely in English.

8.3 Injunctive Relief. Notwithstanding Section 8.2, the Parties agree that a material breach of this Agreement adversely affecting Litera's intellectual property rights in the Product(s) or Documentation or the Confidential Information of either Party may cause irreparable injury to such Party for which monetary damages would not be an adequate remedy, and such Party shall be entitled to equitable relief (without a requirement to post a bond) in addition to any remedies it may have hereunder or at law.

9 GENERAL

9.1 Export. The Product(s) and related technology are subject to U.S. export laws and may be subject to export laws in other countries. Partner agrees not to export (directly or indirectly) the Product(s) or related technology in violation of applicable export laws or regulations.

9.2 Independent Contractors. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

9.3 Force Majeure. Neither Party will be liable to the other for any delay or failure to perform any obligation under this Agreement (other than payment obligations) if the delay or failure is due to any cause beyond such Party's reasonable control, including acts of God, war, earthquakes, telecommunication or other utility failures, floods, fires, storms, or acts or orders of government.

9.4 Restriction on Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except in connection with a re-organization, merger, acquisition, or sale of all or substantially all of a Party's assets or voting securities. Any action or conduct in violation of the foregoing shall be void and without effect. Nothing in this Agreement shall restrict the ability of Litera to subcontract any or all of its obligations hereunder.

9.5 Waiver; Amendments. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the Party against whom the modification, amendment or waiver is to be asserted. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach hereunder shall not be deemed a waiver as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

9.6 Severability. If any provision of this Agreement

is held by a court of competent jurisdiction to be contrary to law, the provision will be enforced to the extent permissible, and all other provisions will remain in effect and are enforceable by the Parties.

9.7 Notices. Any and all notices to be given by either Party to the other Party under this Agreement shall be in writing and delivered: (i) by electronic mail to Customer at the email address on the Order Form and to Litera at legal@litera.com (subject line: Legal Notice) or (ii) by overnight courier to Customer at the ship to address on the Order Form and to Litera at 550 West Jackson Blvd., Suite 200, Chicago, Illinois, USA 60661, Attention: VP General Counsel. Such notices shall be deemed to have been received on the first business day following the day of such delivery if sent by email, and the first business day following the day of deposit with the courier, if sent by overnight courier. The address of either Party may be changed at any time by giving ten (10) business days prior written notice to the other Party in accordance with the foregoing.

9.8 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the transaction contemplated by the Order Form, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No varying terms or conditions stated in a purchase order or other ordering document or process shall form any part of this Agreement, and all such terms and conditions shall be null and void. This Agreement shall enure to the benefit of the Parties and their respective successors and permitted assigns.

9.9 Counterparts/Electronic Signature. This Agreement may be signed in counterparts, and each such duly signed counterpart will be deemed to be an original of this Agreement, provided however that each Party will receive a counterpart executed by the other Party. The Parties agree to accept facsimile, scanned, electronic or copied signatures as original signatures for purposes of executing this Agreement.