

SAAS AGREEMENT

"**Company**" means that legal entity identified on the applicable Order Form that is the licensor of the Software.

"**Confidential Information**" means any non-public information of any form obtained or learned by each party or its representatives in connection with this agreement, regardless of whether such information is identified as confidential. Confidential Information includes, but is not limited to, prices, trade secrets, processes or documentation obtained in connection this agreement; information regarding either party's business practices, policies, and strategies, technology systems and platforms; all information regarding either party's clients and specifically including all intellectual property of either party. Confidential Information excludes any information to the extent it (i) is or becomes a part of the public domain other than as a result of an unauthorized disclosure by a party, (ii) was already in the possession of a party prior to this agreement and free of any actual or constructive knowledge of any obligation of confidentiality, (iii) is disclosed to a party by a third party having no obligation of confidentiality, (iv) is independently developed by a party without reference to the other party's Confidential Information, (v) is released from confidential treatment by written consent of a party, or (vi) is required or requested to be disclosed pursuant to law, court order, subpoena or governmental authority.

"**Customer**" means that individual or legal entity identified on the applicable Order Form is the licensee of the Software.

"**Customer Data**" means data originating from Customer and any data created from its processing by Company.

"**Documentation**" means the instructional, operating or user manuals that Company provides to Customer in any form, including electronic downloads, that relate to the operation of the Software.

"**End User**" means the individual using the Software as authorized by Customer.

"**Good Industry Practice**" means standards, practices, methods and procedures conforming to the applicable law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

"**Order Form**" means each form generated by or on behalf of Company and agreed by Customer (by signature or online) that specifies the Software, Subscription Term, Subscription Features and other commercial terms about the Subscription.

"**SaaS Platform**" means the server-side hardware, operating systems required to run the Software, storage, networks and all server-side infrastructure up to the boundary where they connect with the internet.

"**Seats**" means the number of unique logons set forth on the applicable Order Form for which a copy of the applicable Software may be used.

"**Software**" means the computer programs stated on the applicable Order Form, and Upgrades or Updates applied to during Support and Maintenance Services.

"**Subscription**" means the right to use the Software in the form of software-as-a-service and to receive Support and Maintenance Services for the Subscription Term within the scope of the Subscription Features and subject to payment of the Subscription Fees.

"**Subscription Features**" means the use parameters, restrictions, optional Software components and similar terms on an Order Form specifically related to the Software, product descriptions, Subscription Fees and payment terms.

"**Subscription Fees**" are stated in the applicable Order Form.

"**Subscription Term**" means the period from the start date to the end date specified in each Order Form.

"**Transactions**" means any object created in the SaaS platform.

"**Updates**" means the maintenance fixes and error corrections of the Software and SaaS Platform applied by Company as part of the Support and Maintenance Services.

"**Upgrades**" means versions of the Software that Company designates as such that incorporates new functionality or enhances performance.

TERMS

1. Service Terms.

(a) Subscription. Subject to the terms and conditions of this agreement, including timely payment of Subscription Fees, Company hereby grants to Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable, worldwide right to use, and to permit End Users to use the Software (in the form of software-as-a-service) and Documentation from the SaaS Platform during the Subscription Term solely for the internal business purposes of Customer. The Software may be used for the number of Transactions or Seats identified on an Order Form. Customer shall not and shall not permit any End User to use the Software beyond the Subscription Term, or beyond the scope of the Subscription Features.

(b) Acceptable Use. Customer acknowledges and agrees that Company does not monitor or police the content of communications or data of Customer and/or End User transmitted through the Software, and that Company shall not be responsible for the content of any such communications or transmissions. Customer shall use the Software exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer is solely responsible for making sure that the disclosure and use of data, content, and information provided to Company and/or transmitted by, through, or from the Software does not violate any applicable law or infringe upon the intellectual property rights of any third-party. Customer is solely responsible for making sure it has obtained permissions or authorizations to permit Company to perform its obligations hereunder (for example, obtained third-party consent or authorization for the transmittal of any personal data that may be embedded in the data, content, and information processed through the Software). Customer shall not: (i) reverse engineer, decompile, probe, scan, or attempt to discover any source code or underlying ideas or algorithms utilized in the Software; (ii) send or store infringing, unlawful, defamatory or libelous material; (iii) remove the copyright, trademark, or any other proprietary rights or notices included within the Software, or on and in the Documentation; (iv) copy, download, scrape, store, publish, transmit, transfer, distribute, broadcast, circulate, sub-license, bundle with other products, sell or otherwise use any portion of the Software, in any form or by any means, except as expressly permitted by an applicable Order Form; or (v) engage in any activity that could reasonably be expected to interfere with or disrupt the Software (for example, an activity that causes Company to be blacklisted by any internet service provider). Company may remove any violating content posted or transmitted through the Software, without notice to Customer. Company may suspend or terminate any user's access to the Software upon notice in the event that Company reasonably determines that such user has violated the terms and conditions of this agreement.

(c) Security. Customer will not: (a) breach or attempt to breach the security of the Software or any network, servers, data, computers or other hardware relating to or used in connection with the Software, or any third-party that is hosting or interfacing with Company; or (b) use or distribute through the Software any software, files or other tools or devices designed to interfere with or compromise the privacy,

security, or use of the Software or the operations or assets of any other customer of Company or any third party. Company will comply with the user authentication requirements for use of the Software. Customer is solely responsible for monitoring its End User access to and use of the Software. Company has no obligation to verify the identity of any person who gains access to the Software by means of an access ID. Any failure by any End User to comply with this agreement shall be deemed to be a material breach by Customer, and Company shall not be liable for any damages incurred by Customer or any third-party resulting from such breach. Customer must immediately take all necessary steps, including providing notice to Company, to effect the termination of an access ID for any End User if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred.

2. Ancillary Software. Although this agreement is used to govern the supply of Software that is principally supplied as software-as-a-service consumed from the SaaS Platform, such Software might require or be used in conjunction with software installed locally on End User workstations as follows:

(a) On-Prem Software supplied by Customer. If an Order Form specifies Software that Company supplies for installation on End User workstations, Company licenses Customer to use that Software on the same terms as the Subscription (and as described in section 1) and Section 10 (GDPR) is not applicable to that Order Form.

(b) Software to be provided by Customer. Software consumed from the SaaS Platform requires a compatible browser with appropriate configuration on End User workstations. Some Software might be intended to be used in conjunction with third-party software or systems (for example, office software and document management systems). Company's obligation is limited to supplying Software specifically stated on the Order Form. It is Customer's responsibility to procure any other software for End Users.

3. Evaluation Use. If the Order Form indicates that the Software is being supplied for evaluation, the following provisions will apply during the evaluation term as identified on the applicable Order Form and notwithstanding any contrary term specified in this agreement: (A) unless otherwise specified in the Order Form, Subscription Fees do not apply; (B) the Software must be used solely for the evaluation term and solely for the limited purpose of evaluating the Software and establishing Customer's desire to acquire Subscriptions to Software for a Subscription Term; (C) the Software is provided "As Is, As Available" without any warranty of any kind, either express or implied, including but not limited to, the implied warranties or merchantability or fitness for a particular purpose; (D) other than Updates and Upgrades that Company may (in its discretion) apply to the SaaS Platform during the evaluation term, Customer will not be entitled to any Support and Maintenance Services during the evaluation term; (E) Customer shall be solely responsible for any and all Customer Data that it submits to the SaaS Platform or uses in connection with the Software during the evaluation period; (F) except for Company's breach of Section 9(i) and 9(ii) of this agreement, Customer shall be solely responsible for any losses, costs, or damages, of any kind, that it incurs directly or indirectly with respect to use of the Subscription and agrees to hold harmless, defend, and indemnify Company in connection with any claims or actions brought by a third party alleging any damages or losses in connection with Customer's use of the Software; (G) Customer expressly warrants that no Customer Data will be submitted to the SaaS Platform or used with the Software evaluation that is subject to any data privacy rules or regulations, or is otherwise going to impose data privacy constraints or legal obligations (including by reason of section 10) on Company; and (H) upon the expiration of the evaluation term or earlier, upon five (5) days' notice to Customer, if requested by Company, the Subscription granted shall terminate and Customer shall cease using and (in the case of Software or Documentation provided

outside the SaaS Platform) return the Software and Documentation, without retaining copies.

Customer warrants that they and the End User are not competitors or potential competitors of Company, and are not acting on behalf of a competitor or potential competitor.

4. Operation of the SaaS Platform. Company shall provide, maintain and operate the SaaS Platform in accordance with Good Industry Practice and as needed to run the Software so that it can be consumed by Customer in the form of software-as-a-service. Company will provision the SaaS Platform with sufficient capacity and performance to meet demands on the SaaS Platform commensurate with the total volume of use of the SaaS Platform and Company's experience of the typical workload on the SaaS Platform from such volume. Company is not responsible for the internet connection between the SaaS Platform and the End Users.

(a) Support and Maintenance Services. If the Order Form indicates that Support and Maintenance Services are to be provided by Company to Customer then, provided that Customer has paid Company the applicable fees indicated thereon, and subject to the terms and conditions of this agreement, Company shall provide Customer Support and Maintenance Services for the relevant maintenance term in accordance with Company's then-current Support and Maintenance Services Service Level Agreement, a description of which is available at: <https://support.litera.com/s/policies>; as the same may be modified from time to time.

5. Fees. Customer shall pay the Subscription Fees stated on the applicable Order Form within 30 days of Company's invoice. All amounts are non-refundable. Customer will pay all VAT, sales, use, or similar taxes applicable to this transaction arising now or at any time in the future. Such amounts, if any, are not included in the Subscription Fees. If any undisputed fee remains unpaid 10 days after its due date, Company may (A) assess, and Customer shall pay, a finance charge of 1% per month on all undisputed amounts past due from the date that such amount became due and payable and (B) suspend access to the Software until undisputed fees have been paid.

6. Indemnity.

(a) Company Indemnity. Subject to the terms herein, Company, at its own expense, shall defend Customer from any and all third-party claims that the Software or use of the SaaS Platform infringes or violates any third-party intellectual property right in the country that Customer is authorized to use the Subscription. Company shall indemnify Customer from any amounts assessed against Customer in a resulting judgment or amounts to settle such claims. If Customer's use of the Software is (or in Company's opinion is likely to be) enjoined, Company, at its expense and in its sole discretion, may: (i) procure the right to allow Customer to continue to use the Software, or (ii) modify or replace the Software or infringing portions thereof to become non-infringing, or (iii) if neither (i) nor (ii) is commercially feasible, terminate Customer's right to use the affected portion of the Software and refund any Subscription Fees pre-paid and unused by Customer during the then current Subscription Term but in no event greater than a 3 year period. Notwithstanding the foregoing, Company shall have no obligations under this Section to the extent any infringement claim is based upon or arises out of: (A) any combination or use of the Software with products or services not approved by Company in writing; (B) Customer's continuance of allegedly infringing activity after being notified thereof; (C) use of the Software not in accordance with the applicable Documentation or the Subscription; (D) to the extent that the allegedly infringing Software or portions or components thereof or modifications thereto result from any change made by Customer or any third-party for the Customer; or (E) to the extent that an infringement

claim is caused by the provision by Customer to Company of materials, designs, know-how, software or other intellectual property with instructions to Company to use the same in connection with the Software ((i) through (v) collectively referred to as the "Indemnification Exceptions.").

(b) **Customer Indemnity.** Customer, at its own expense, shall indemnify and hold Company harmless from and against any action, suit or proceeding for infringement and/or misappropriation of intellectual property rights that arises or results from (i) the Indemnification Exceptions, (ii) any Customer or Customer user data or content, (iii) any breach of Sections 1(b),1(c), 11(b), and/or 11(c).

(c) The indemnification obligations set forth in Sections 6 are subject to the following requirements: the indemnitee shall (i) take all reasonable steps to mitigate any potential damages which may result; (ii) promptly notify the indemnitor of any and all such suits and causes of action; (iii) allow the indemnitor to control any negotiations or defense of such suits and causes of action, and the indemnitee assists as reasonably required by the indemnitor.

(d) The remedies in this Section constitute the indemnitee's sole and exclusive remedies, and the indemnitor's entire liability, with respect to any claim for which an indemnitor has an obligation of indemnity pursuant to this Section 6.

7. **Ownership.** Nothing in this agreement transfers the ownership of any intellectual property rights or grants any interest in intellectual property rights (save as necessary for Customer to use the Subscription during the Subscription Term only) relating to the Software, Documentation, or the SaaS Platform. Company and its licensors, as applicable, shall own and retain all right, title, and interest in and to the Software and Documentation, subject only to the Subscription granted hereunder. All suggestions or feedback provided by Customer, its employees, consultants or agents (including End Users) to Company with respect to the Software shall be Company's property and deemed Confidential Information of Company and Customer hereby assigns the same to Company.

Without limiting the foregoing, Customer, on behalf of itself and each End User acknowledges that the Software and Documentation may be protected by copyright and other intellectual property laws and may not be copied, reproduced, translated, or extracted from the SaaS Platform and reduced to another medium or machine readable form, in whole or in part, by Customer without the express written permission of Company. The Software may be covered by one or more US and/or international patents, as well as copyright, and all rights under US and international patent and copyright laws are reserved to Company and its licensors. Customer shall not undertake or permit any action that will interfere with or diminish the right, title or interest of Company or its licensors in their trademarks, tradenames, copyright, or patent rights or any of their rights under patent, trademark, or copyright laws.

8. **Term and Termination.**

(a) **Subscription Term.** Before expiry of a Subscription Term without renewal, Customer shall retrieve from the SaaS Platform any Customer Data that Customer wants to retain. Upon expiration of a Subscription Term or upon termination of this agreement for any reason, (A) Customer shall cease using the Software and (B) Customer consents to, and Company agrees to perform, deletion of the Customer's account together with any Customer Data then stored on the SaaS Platform, to the extent Company is able to do so.

(b) **Agreement Term and Termination for Cause.** This agreement shall remain effective until terminated or until the Subscription Term under each Order Form expires whichever is earlier. This agreement may be terminated by a party: (A) upon thirty (30) days written notice,

if the other party materially breaches any provision of this agreement and such breach remains uncured within such thirty (30) day period; or (B) effective immediately, if the other party ceases to do business, or otherwise terminates its business operations without a successor; or (C) effective immediately, if the other party becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is filed against it and not dismissed within ninety (90) days. In the event that Customer becomes the subject of any voluntary or involuntary bankruptcy proceeding, liquidation, dissolution, receivership or attachment or make a general assignment for the benefit of creditors, amounts that have been paid to Company are hereby deemed earned upon receipt and are Company's sole property, irrespective of whether goods or services, have been delivered and may be applied, in whole or in part, in satisfaction of any obligations owed by Customer to Company under this agreement or any other agreement between Customer and Company. If Company (a) is not in material breach of its obligations arising under this agreement or applicable Order Form; and (b) terminates this agreement for Customer's non-payment (after providing Customer with notice and an opportunity to cure as defined in this Section), Customer agrees to pay to Company the remaining value of the then-current Subscription Term (that Customer acknowledges as liquidated damages reflecting a reasonable measure of actual damages and not a penalty) equal to the aggregate yearly recurring fees (as set forth in the Order Form) that will become due during the canceled portion of such then, current Subscription Term. Where a party has rights to terminate, the non-breaching party may at its discretion either terminate the entire agreement or the applicable Order Form. Order Forms that are not terminated shall continue in full force and effect under the terms of this agreement.

(c) **Survival.** All provisions necessary to enforce a party's rights and obligations under this agreement, and any other provisions that by their nature survive, shall survive the termination or expiration of this agreement. Additionally, Sections 1, 3, 6, 7, 8, 9, 10, 11 and 12 will survive the termination or expiration of this agreement.

(d) **Suspension.** Company will be entitled to suspend the Subscription upon 10 days written notice to Customer in the event Customer is in breach of this agreement and Customer has failed to cure or provide a written plan of cure acceptable to Company within 30 days of being notified in writing of such breach. Further, Company may suspend Customer access and use of the Subscription if, and so long as, in Company's sole judgment, there is a security risk created by Customer that may interfere with the proper continued provision of the Software or the operation of Company's network or systems.

9. **Confidentiality and Data Protection.** Each party (the "Receiving party") agrees to keep the Confidential Information of the other party (the "Disclosing party") in confidence and not to use such Confidential Information except in performing this agreement. Except as expressly permitted, the Receiving party agrees to: (i) treat all Confidential Information of the Disclosing party in the same manner as it treats its own similar proprietary information, but with at least reasonable care; and (ii) disclose the Disclosing party's Confidential Information only to those employees, contractors or professional advisors of the Receiving party who need to know such information for the purposes of this agreement, only if they are subject to a binding written agreement with respect to such Confidential Information at least as restrictive as the terms and conditions of this agreement, and the Receiving party remains liable for any non-compliance of such employee or third party with the terms and conditions of this agreement. The terms set forth in this section replaces any prior non-disclosure agreement executed between the parties.

10. **GDPR.** The provisions of this section apply only to Subscriptions that are authorized to be operated from a SaaS Platform

located in a GDPR Compliant Country and to the extent that Customer uses the Subscriptions to process Personal Data. This section prevails of any inconsistent provisions in section 9.

(a) In this section, the following additional definitions apply:

"**Data Protection Legislation**" means (i) applicable laws prevailing from time to time that regulate the processing of Personal Data in the GDPR Compliant Country from which the SaaS Platform is operated and (ii) Regulation (EU) 2016/679 (commonly known as the General Data Protection Regulation).

"**GDPR Compliant Country**" means (i) the United Kingdom, or (ii) a country within the European Economic Area, or (iii) a country with the benefit of a favorable adequacy decision under Article 45 of Regulation (EU) 2016/679.

"**Personal Data**" means such Customer Data as includes personal data (as defined in Data Protection Legislation) processed and which Customer submits to the SaaS Platform in a GDPR Compliant Country.

References to '**controller**', '**data subject**', '**personal data breach**', '**process**' (and its derivative forms), '**processor**' and '**supervisory authority**' have the meanings defined in Data Protection Legislation. References to a '**sub-processor**' mean a processor appointed by another processor.

(b) Particulars of processing. Processing Personal Data is not the primary purpose of the Software. The parties anticipate that Personal Data will be processed as a consequence of the Customer submitting documents to the SaaS Platform for processing by the Software where such documents happen to include Personal Data. The parties therefore anticipate that Personal Data will be unpredictable in advance of use by End Users as regards the categories of Personal Data and the data subjects. The purpose of processing will be to perform operations on documents (such as document comparisons) using the design features of the Software and to store such documents temporarily while End Users work on projects to which the documents are related. Additionally, Company will process Personal Data about End Users to verify that they are authorized users of Subscriptions and to administer this agreement. Except for Personal Data about End Users (which will be processed for such time as Customer designates them as End Users), the duration of processing will be determined by Customer but will cease, in any event, at the end of a Subscription.

(c) Each party shall comply with Data Protection Legislation and shall refrain from any act or omission which would cause the other party to be in breach of Data Protection Legislation.

(d) The parties intend that Customer is the controller and Company is a processor of the Personal Data.

(e) Company shall not process Personal Data (or permit any sub-processor to process Personal Data) outside a GDPR Compliant Country without ensuring the Personal Data is afforded adequate protection within the meaning of the Data Protection Legislation.

(f) Company shall:

- i. process the Personal Data only on instructions from Customer;
- ii. ensure that persons authorised to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- iii. take all measures and implement appropriate technical and organisational measures to ensure a level of security

appropriate to the risk, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons;

- iv. if there is a Personal Data breach, notify Customer without undue delay and, where practicable, within 72 (seventy-two) hours, and assist the Customer with its obligations to notify the Personal Data breach to a supervisory authority;
- v. provide the Customer with reasonable assistance to undertake data protection impact assessments about processing of Personal Data under this agreement;
- vi. at the choice of Customer, delete or return all Customer Data (and thereby ensure the deletion or return of all Personal Data) to the Customer after termination of a Subscription, and where this obligation to destroy or delete does not extend to automatically-generated computer backup or archival copies generated in the ordinary course of the Company's business, provided that Company makes no further use of such copies;
- vii. makes available to the Customer all information necessary to demonstrate compliance with the obligations in this section 10 and allow for and contribute to reasonable and customary audits, including inspections, conducted by Customer or another auditor mandated by Customer, so long as any audit or inspection is conducted during Company's normal business hours, without disruption to Company's business, and at Customer's sole cost and expense; and
- viii. notify Customer if Company believes an instruction infringes Data Protection Legislation.

(g) Customer hereby gives a general authorization to appoint a sub-processor in accordance with and subject to Article 28(2) of Regulation (EU) 2016/679. Company shall not appoint a sub-processor until Company has procured from the sub-processor contractual commitments commensurate with this section 10 that meet the requirements of Data Protection Legislation.

(h) It is the Customer's responsibility to:

- i. assess whether the Subscription is suitable for Customer's intended use having regard to the Personal Data the Customer decides to process using the Subscription;
- ii. determine when Personal Data ought to be deleted or when processing of Personal Data ought to cease;
- iii. take any steps to comply with the rights of data subjects for access to Personal Data, rectification or erasure of Personal Data, data portability, rights to be forgotten, or to act upon any notices from data subjects; and
- iv. keep a record of processing with any greater information than that which is evident from this agreement.

(i) Company shall provide such assistance with the matters described in section 10 as the Customer reasonably requires or as Data Protection Legislation mandates but such assistance will be treated as a request for chargeable professional services.

11. Warranties.

(a) Software Warranty. Except as set out in Section 4, Company warrants that the Software substantially conforms to its published specifications described in the Documentation. Customer's sole and exclusive remedy and the entire liability of Company will be, at Company's option, repair or replacement of the Software, or if repair or replacement is not possible, to terminate this agreement and refund

the Subscription Fees paid for the period after Customer notifies Company that the Software is failing to comply with the warranty.

(b) Customer Warranty. Customer warrants that it has the right and/or has obtained the necessary consents for any and all Personal Data that it submits to the SaaS Platform or uses in connection with the Software during the Subscription Term.

(c) Mutual Warranties. Each party represents and warrants to the other party that (i) it has the legal power to enter into this agreement, (ii) it will not intentionally transmit to the other party any malicious code (except for malicious code first transmitted to the warranting party by the other party); and (iii) entering into this agreement is not in violation of any applicable law or regulation.

(d) Disclaimers. EXCEPT FOR ANY WARRANTY EXPRESSLY PROVIDED ABOVE, THE SOFTWARE, DOCUMENTATION, AND THE SAAS PLATFORM ARE PROVIDED "AS-IS", "AS-AVAILABLE", AND COMPANY PROVIDES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE, DOCUMENTATION OR SAAS PLATFORM. EXCEPT AS SPECIFIED IN THIS SECTION 11, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT (WITHOUT LIMITING COMPANY'S INDEMNIFICATION OBLIGATIONS), NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY COMPANY, ITS SUPPLIERS AND LICENSORS. FURTHER, COMPANY AND ITS LICENSORS DO NOT WARRANT THE RESULTS OF USE OF THE SOFTWARE OR DOCUMENTATION OR SAAS PLATFORM OR THAT THE SOFTWARE OR SAAS PLATFORM IS BUG/ERROR FREE OR THAT ITS USE WILL BE UNINTERRUPTED. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

12. Limitation of Liabilities. EXCEPT FOR COMPANY'S INDEMNITY OBLIGATIONS ARISING UNDER SECTION 6 (INDEMNITY) WITH RESPECT TO SETTLEMENT AND/OR RESOLUTION OF THIRD-PARTY CLAIMS, IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE FOR ANY LOST REVENUE, PROFIT, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWSOEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE SOFTWARE OR OTHERWISE AND EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR COMPANY'S INDEMNITY OBLIGATIONS ARISING UNDER SECTION 6 (INDEMNITY) WITH RESPECT TO SETTLEMENT AND/OR RESOLUTION OF THIRD-PARTY CLAIMS, IN NO EVENT SHALL COMPANY'S AGGREGATE MAXIMUM LIABILITY TO CUSTOMER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, OR OTHERWISE, EXCEED THE SUBSCRIPTION FEES RECEIVED BY COMPANY FROM CUSTOMER IN THE TWELVE (12) MONTH PERIOD PURSUANT TO THE ORDER FORM UNDER WHICH SUCH LIABILITY AROSE. THE FOREGOING LIMITATIONS SHALL REMAIN EFFECTIVE EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE FOREGOING LIMITATIONS, LICENSOR'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE.

13. General

(a) Customer Records. Customer grants to Company and its independent accountants the right to examine Customer's books, records and accounts to verify compliance with this agreement, provided that such examination does not occur more than once every twelve months. If such audit discloses non-compliance with this agreement, Customer shall promptly pay to Company the appropriate

Subscription Fees, plus the reasonable cost of conducting the audit. The foregoing right shall be limited to examination of only those records which are relevant to determining compliance with this agreement, will be conducted at a time and location mutually agreeable to Company and the Customer, and shall be conducted in a manner to minimize business interruption of the Customer.

(b) Export. The Software and Documentation, including technical data, may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import Software and Documentation.

(c) Dispute Resolution. The parties shall resolve any dispute, controversy, or claim arising out of or relating to this agreement, or the breach, termination or invalidity hereof (each, a "Dispute"), under the rules of arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules.

- i. Procedure: (i) a party shall send written notice to the other party of any Dispute ("Dispute Notice"). The parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between themselves, (ii) in the event that such Dispute is not resolved on an informal basis within thirty (30) business days after one party delivers the Dispute Notice to the other party, whether the negotiation sessions take place or not, either party may, by written notice to the other party ("Escalation to Executive Notice"), refer such Dispute to the executives of each Party (or to such other person of equivalent or superior position designated by such party in a written notice to the other party ("Executive(s)"), (iii) If the Executives cannot resolve any Dispute during the time period ending ten (10) business days after the date of the Escalation to Executive Notice, either party may initiate arbitration proceedings.
- ii. Miscellaneous: (i) an award of an arbitrator shall be final and binding upon both parties; (ii) the applicable law and venue for arbitration proceedings shall be applied as stated in this agreement; (iii) the arbitral tribunal shall take account of the provisions of the agreement and Order Form; (iv) 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; and (v) the arbitration proceedings shall be conducted in English.

(d) Applicable Law; Venue. If Customer is a legal entity duly organized under the laws of England and Wales, then (i) this agreement shall be governed by and construed in accordance with the law of England and Wales, without reference to or application of choice of law rules or principles; and (ii) the venue for arbitration shall be in London, England. Otherwise, this agreement is governed by the laws of the state of Illinois and venue for arbitration shall be Cook County, Illinois, United States of America. The parties agree that the Uniform Computer Information Transactions Act (UCITA) and the United Nations Convention on the International Sale of Goods shall not apply. If any portion hereof is found to be void or unenforceable, the remaining provisions of the agreement shall remain in full force and effect.

(e) Entire agreement; Modifications. Except as expressly provided herein, this agreement (specifically including any terms incorporated herein by reference) and each Order Form executed in connection herewith constitutes the entire agreement between the parties with respect to the Subscription. Except as expressly provided herein, this agreement supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this agreement. Except as expressly provided herein, this agreement may

be amended only by a writing executed by both parties. In the event of a conflict between the terms and conditions of this agreement and an Order Form, the more specific terms of the Order Form, if applicable, shall prevail. Without limiting the foregoing, the terms and conditions of this agreement and the Order Form govern in the event of any conflict with Customer's websites, other materials supplied by Customer, Customer's purchase order, or Customer's electronic payment systems, if use of a purchase order or electronic payment system is required by Customer. For avoidance of doubt, each Order Form executed by Customer that references this agreement by the effective date set forth above is incorporated herein by reference.

(f) Severability. Should any term of this agreement be declared void or unenforceable by any court of competent jurisdiction, that provision shall be modified, limited or eliminated to the minimum extent necessary and such declaration shall have no effect on the remaining terms hereof, which shall continue in full force and effect.

(g) Waiver. 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 by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

(h) Assignment. This agreement is non-assignable unless the other party consents, which consent shall not be unreasonably withheld. Either party may assign this agreement, without the consent of the other party, to a successor in interest in the event of a merger, acquisition, or re-organization. Any action or conduct in violation of this section shall be void and without effect.

(i) Legal Fees. In any action to enforce one's rights hereunder, the non-prevailing party shall pay the reasonable fees and expenses of the prevailing party.

(j) Notice. Any and all notices or other information to be given by one of the parties to the other shall be in writing and delivered (i) by electronic mail to Customer at the email address on the applicable Order Form and to Company at legal@litera.com (subject line: Notice under Agreement), or (ii) by certified mail (receipt requested), or hand delivery to the other party to the address set forth on the applicable Order Form. Such notices shall be deemed to have been received on the first business day following the day of such delivery. 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.

(k) Equitable Relief. The parties agree that a material breach of this agreement adversely affecting Company's intellectual property rights in Software, Documentation, SaaS Platform 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 the non-breaching 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.

(l) Relationship of the Parties. The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of the agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.

(m) Force Majeure. Nonperformance by either party shall be excused to the extent that performance is rendered impossible by strike, acts of God, natural disasters, Internet outages, computer viruses, governmental acts or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the nonperforming party provided that such party gives prompt written notice thereof to the other party. Any failure occasioned by the foregoing shall be remedied as soon as reasonably possible.

(n) No Third-Party Beneficiaries. This agreement is for the benefit of the Company and Customer only and is not for the benefit of, or enforceable by, any third party.

(o) Headings, Advice of Counsel, and Drafting. Headings used in this agreement are provided for convenience only, and will not in any way affect the meaning or interpretation of each section. The parties acknowledge that they have been advised by counsel of their own choosing, played equal parts in reviewing this agreement, and that its terms will be interpreted without any bias against one party as drafter.

(p) Binding Effect. The rights and obligations created by this agreement shall be binding upon and inure to the benefit of the Parties, and their members, managers, shareholders, directors, officers, employees, successors and permitted assigns.

14. The following is applicable to Customer who is a resident or duly organized entity incorporated in the United States:

(a) Further and to the extent allowed by statute or law, Customer shall indemnify and hold Company harmless from and against any third-party claim, action, suit or proceeding arising from any breach of Section 14(b) by Customer or end-user, including any violations of the U.S. State Department or U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") statutory requirements.

(b) OFAC. Customer represents and warrants that it is not and will not share the benefit of the Subscription to any entity incorporated in or resident in a country subject to economic or trade sanctions by the U.S. State Department and/or OFAC or are listed as a "Specially Designated National," a "Specially Designated Global Terrorist," a "Blocked Person," or similar designation under the OFAC sanctions regime. Any breach of this Section shall be deemed a material breach of this agreement and Company may immediately terminate this agreement.