

## TERMS OF USE FOR COLLABORATORS

**YOU ARE AN END USER WHO (I) HAS BEEN INVITED BY A LITERA CUSTOMER TO ACCESS THIS SOFTWARE AS AN AUTHORIZED END USER, OR (II) ACCESS OR HAVE ACCESSED THE SOFTWARE AS AN END USER WHO DOES NOT HAVE A SUBSCRIPTION CONTRACT WITH LITERA (“PURPOSE”). AS AN END USER, UPON ACCESSING THE SOFTWARE, YOU HEREBY AGREE TO ABIDE BY THESE TERMS OF USE WHICH MAY BE MODIFIED ANY TIME AT COMPANY’S SOLE DISCRETION.**

**1. Definition:**

- a. **Agreement** – These terms of use for Litera’s access to Software.
- b. **Company/Litera** – either (i) Freedom Solutions Group, L.L.C., an Illinois limited liability company, if the End User is located in North America, (ii) Workshare Limited, if the End User is located outside North America and APAC, or (iii) DocsCorp Pty. Ltd., if the End User is located in APAC. APAC means Asia Pacific Region, which includes all countries bordering the Pacific Ocean on the side of Asia, including Australia and New Zealand.
- c. **Customer** – individual or legal entity as the licensee of the Software who has executed Software license document with the Company.
- d. **Documentation** - the instructional, operating or user manuals that Customer provides to the End User received from the Company in any form, including electronic downloads, that relate to the operation of the Software.
- e. **End User(s)** – the company who has been invited to access the Software as stated in the Purpose including without limitation its employees, third-party agencies, contractors and/or any third-party collaborator.
- f. **Software** – Litera Transact, Litera Litigate, Litera Secure Share (LSS), Workshare Connect, Compare, Firm Intelligence or any software product where you have been invited to access as stated in the Purpose.

**2. License:** Company hereby grants to End User a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to use the Software (in the form of software-as-a-service) and Documentation solely for the internal business purposes of Customer. End Users shall use the Software for the term agreed by the Customer and Litera under a Software license document. In the event Customer’s license with Litera expires or terminates for any reason, End Users right to use the Software will automatically expire or terminate. End User shall not use the Software beyond the term, or beyond the scope of what is agreed in the Agreement.

**3. Limitations:** End Users cannot (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; or (v) engage in any activity that could reasonably be expected to interfere with or disrupt the Software or any activity against the applicable law.

**4. Ownership:** Company shall own and retain all right, title, and interest in and to the Software, and Documentation. All suggestions or feedback provided by the End Users to Company with respect to the Software shall be Company's property.

**5. Acceptable Use:** End Users acknowledges and agrees that Company does not monitor or police the content of communications or data of End User transmitted through the Software, and that Company shall not be responsible for the content of any such communications or transmissions. End Users shall use the Software exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. End Users 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. End Users 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). The End User will indemnify the Company from any claims resulting from (i) any data, content or information provided or transmitted through the Software, and/or (ii) for any End User breach of the applicable laws.

**6. Security:** End Users 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. End User is solely responsible for monitoring 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 End User, and Company shall not be liable for any damages incurred by End User or any third-party resulting from such breach. End User must immediately take all necessary steps, including providing notice to Company, to effect the termination of an access ID if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred.

7. **Support:** Any support and maintenance available will be subject to those contract terms by and between Customer and Litera.
8. **No Warranties; Limitation of Liability; Confidentiality:** End User agrees that the Software is provided on an “as is, as available” basis without warranties of any kind, either express or implied. The End User hereby agrees to release the Company from any direct or indirect liability. The terms of this Agreement, any feedback provided by the End User in pursuant to the Software and the Software itself shall be deemed to be construed as “Confidential Information”. End User shall be liable for any breach of the terms of this Agreement including Confidential Information.
9. **Termination:** The Company can terminate this Agreement or stop providing the access to the Software anytime for convenience.
10. **Jurisdiction:** If the End User is located outside of North America or APAC, then 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 the parties expressly consent to the personal jurisdiction of the applicable courts in London, England. If the End User is located in North America, this Agreement is governed by the laws of the State of Illinois without reference to or application of choice of law rules or principles, and the parties expressly consent to the personal jurisdiction of the courts in Cook County, Illinois, United States of America. If the End User is located in APAC, this Agreement is governed by laws of New South Wales, without reference to or application of choice of law rules or principles, and the parties expressly consent to the personal jurisdiction of the courts in Sydney, New South Wales, Australia. 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.
11. **Miscellaneous:** If any portion hereof is found to be void or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect. In the event of conflict between this Agreement and the licensing terms between Customer and the End User, the conflict will be resolved in that order. In any action to enforce one’s rights hereunder, the non-prevailing party shall pay the reasonable fees and expenses of the prevailing party.