

DATA PROCESSING AGREEMENT

This Agreement is made on

Between:

- (1) **Freedom Solutions Group, L.L.C. dba Litera**, a company incorporated in Illinois and whose registered address is at 550, West Jackson Blvd., Suite 200, Chicago, IL 60661 (**Litera**); and
- (2) **[SUPPLIER ENTITY]**, a company incorporated in [●] [with company number [●] and] whose registered office is at [●] (**Supplier**),

each a **Party**, and together the **Parties**.

Introduction

- (A) The Supplier has entered into an agreement with Litera dated [date] (**Main Agreement**), under which the Supplier will provide [description of services] to Litera.
- (B) The Supplier will Process data on Litera's behalf in the course of providing such services.
- (C) This Agreement sets out the terms and conditions that shall apply in respect of the Processing of data by the Supplier on behalf of Litera under and in connection with the Main Agreement (in addition to the terms and conditions of the Main Agreement).

It is Agreed as follows:

1 Definitions and interpretation

In this Agreement:

- 1.1 (including the Introduction) unless the context otherwise requires, the following definitions apply:

Confidential Information means all information (whether written, oral or in electronic form) concerning the business and affairs of either Party that the other Party obtains or receives as a result of the discussions leading up to or the entering into or the performance of this Agreement;

Data Protection Laws means all laws and regulations relating to the Processing of Personal Data as the same may be in force from time to time;

Data Breach means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Litera Data;

Effective Date means [the date of this Agreement] OR [the date of the Main Agreement];

Litera Data means all data (including any Personal Data) Processed by the Supplier on behalf of Litera under or in connection with the Main Agreement.

Main Agreement has the meaning given to that term in Recital (A);

Personal Data means any information relating to an identified or identifiable living individual; and

Processing means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, and **Process**, **Processes** and **Processed** shall be construed accordingly;

Sub-Processor means a third party appointed by the Supplier to Process Litera Data;

- 1.2 references to **Clauses** and **Schedules** are references to Clauses and Schedules of this Agreement and references to **paragraphs** are, unless otherwise stated, references to paragraphs of the Schedule or the part of the Schedule in which the reference appears;

- 1.3 the Schedules and Annexes form part of this Agreement and shall have full force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the Schedules and Annexes;
- 1.4 any reference to **persons**, includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
- 1.5 a reference to a statute or statutory provision is a reference to that statute or statutory provision and to all orders, regulations, instruments or other subordinate legislation made under the relevant statute;
- 1.6 any reference to a statute, statutory provision, subordinate legislation, code or guideline (**legislation**) is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation; and
- 1.7 any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 **Relationship with the Main Agreement**

- 2.1 This Agreement forms part of the Main Agreement and supplements and amends the terms and conditions of the Main Agreement with effect on and from the Effective Date.
- 2.2 To the extent that there is any conflict or ambiguity between the terms and conditions of this Agreement and the terms and conditions of the Main Agreement, the terms and conditions of this Agreement shall prevail.

3 **Processing of Litera Data by the Supplier**

- 3.1 The Supplier shall Process the Litera Data only:
- (a) on the written instructions of Litera and to the extent reasonably necessary for the performance by it of its obligations under the Main Agreement and this Agreement; or
 - (b) as otherwise required by applicable law, in which case the Supplier shall inform Litera of that legal requirement before Processing the Litera Data (unless that law prohibits the Supplier from informing Litera).
- 3.2 The Supplier shall, at Litera's option, permanently and securely delete or return to Litera all the Litera Data promptly on termination of this Agreement, and delete any existing copies of the Litera Data save to the extent that the Supplier is required to retain copies of the Litera Data by applicable law.

4 **Security and confidentiality of Litera Data**

- 4.1 The Supplier shall, taking into account the state of the art and the nature, scope, context and purposes of the Processing, implement and maintain appropriate technical and organisational measures to ensure the security of the Litera Data and prevent Data Breaches. Such measures shall include the agreed security measures set out in Schedule 1 (*Security Measures*).
- 4.2 The Supplier shall:
- (a) ensure that the Litera Data is kept separated and distinguishable from all other data Processed by the Supplier;
 - (b) ensure that all persons authorised by the Supplier to Process the Litera Data are under an appropriate contractual or other legal obligation to keep the Litera Data confidential; and
 - (c) notify Litera without undue delay (and in any event within 24 hours) after becoming aware of any actual, suspected or threatened Data Breach.

5 **Sub-Processors**

- 5.1 The Supplier shall not engage any Sub-Processor except with Litera's prior written approval. A list of approved Sub-Processors as at the date of this Agreement is set out in Schedule 2 .]
- 5.2 The Supplier shall, prior to engaging a Sub-Processor, enter into a written contract with the Sub-Processor that imposes on the Sub-processor obligations that are the same as, or more onerous than, the obligations imposed on the Supplier under this Agreement.
- 5.3 The Supplier shall remain fully liable and responsible for all acts and omissions of each Sub-processor and the acts and omissions of those employed or engaged by each Sub-processor as if they were its own.

6 **Personal Data**

Each Party shall comply with the Data Protection Laws to which it is subject in respect of the Personal Data that it Processes under or in connection with this Agreement.

7 **Audit**

The Supplier shall make available to Litera all information necessary to demonstrate compliance with the Supplier's obligations under this Agreement and allow for and contribute to audits, including inspections during normal working hours, conducted by Litera or an auditor appointed by Litera that relate to the Supplier's compliance with its obligations under this Agreement.

8 **Confidentiality**

- 8.1 Each Party shall hold in confidence all Confidential Information obtained from the other Party. Neither Party shall disclose to any third party any Confidential Information in relation to the other Party save as expressly permitted by this Agreement or with the prior express written permission of the other Party.
- 8.2 The provisions of Clause 8.1 shall not apply to any information which:
 - (a) is or becomes public knowledge other than by breach of this Clause 8;
 - (b) is already in the possession of a Party without restriction in relation to disclosure before the date of its receipt from the other Party; or
 - (c) is received from a third party who lawfully acquired or developed it and who is under no obligation restricting its disclosure.
- 8.3 A Party may disclose Confidential Information in relation to the other Party:
 - (a) except as otherwise expressly stated in this Agreement, to those of its officers, employees, professional advisers, parent or subsidiary companies, or agents or sub-contractors as may be reasonably necessary for the purpose of fulfilling its obligations under this Agreement or, in the case of professional advisers, for use in their professional capacity, provided that before any such disclosure that Party shall make such officers, employees, professional advisers, parent or subsidiary companies, or agents or sub-contractors aware of its obligations of confidentiality under this Agreement and shall at all times procure compliance by those persons with them; or
 - (b) where such disclosure is required by any law, court order or competent regulatory authority.
- 8.4 Without prejudice to the other rights of the disclosing Party, in the event of unauthorised disclosure or use of its Confidential Information occurring directly or indirectly through disclosure made to the receiving Party, the receiving Party shall (as soon as it becomes aware of the same) notify the disclosing Party of such unauthorised disclosure and use all reasonable endeavours to assist the disclosing Party in recovering and preventing the use of, dissemination, sale or other disposal of such Confidential Information.

8.5 Unless required to do so by applicable laws, neither Party shall make public the details of the terms or the operation or circumstances of termination of this Agreement without the other Party's prior written consent.

9 **Term and termination**

9.1 This Agreement shall commence on the date of this Agreement and shall remain in full force and effect until terminated in accordance with the provisions of this Agreement or otherwise in law or equity.

9.2 This Agreement shall automatically terminate on termination or expiry of the Main Agreement for any reason.

9.3 Litera may terminate this Agreement, and the Processing of Litera Data by the Supplier on behalf of Litera under the Main Agreement, if the Supplier commits a material breach of any of the terms of this Agreement and either that breach is not capable of remedy or, if the breach is capable of remedy, the other Party fails to remedy that breach within 30 days of being notified of the breach.

9.4 The termination of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued up to the date of termination.

9.5 The provisions of this Agreement (except for Clauses 9.1 to 9.3) shall survive termination of this Agreement and shall continue to apply.

10 **General**

10.1 This Agreement constitutes the entire agreement between the Parties in respect of its subject matter and supersedes all previous negotiations, agreements and commitments with respect thereto.

10.2 A change to this Agreement shall only be effective if it is recorded in writing and signed by an authorised representative of each of the Parties.

10.3 No delay or failure by a Party in exercising or enforcing any right or remedy under the terms and conditions of this Agreement will be deemed to be a waiver of any such right or remedy, nor will that failure operate to bar the exercise or enforcement of such right or remedy at any future time.

10.4 Any notice required by this Agreement to be given by a Party to the other Party shall be in writing and shall be delivered by hand or sent by courier recorded delivery to the registered company address of the other Party or to such other address as notified by the other Party in accordance with this Clause 10.4 from time to time. Any notice served under this Agreement shall be deemed to have been received (i) if delivered by hand, immediately upon delivery during the other Party's usual business hours; or (ii) if sent by courier recorded delivery, three days following delivery.

10.5 All remedies available to a Party for breach of this Agreement are cumulative and may be exercised concurrently or separately and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

10.6 Except as otherwise expressly provided in this Agreement, nothing in this Agreement shall be construed as giving rise to the relationship of principal and agent or partnership or joint venture.

10.7 No third party shall have any rights under or in connection with this Agreement.

10.8 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

10.9 This Agreement and any dispute or claim arising out of, or in connection with, it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of **Illinois**.

10.10 Each Party irrevocably agrees that the courts in State of Illinois shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement and its subject matter or formation (including non-contractual disputes or claims).

Schedule 1: Security Measures

[Insert a description of any specific technical and organisational data security measures that the Supplier will implement and maintain. These may include physical access controls, system access controls, data access controls, transmission controls, input controls, data backups and data segregation]

Schedule 2: [Approved Sub-Processors]

Insert a list of approved Sub-Processors

Execution page

This document has been entered into by the Parties or their duly authorised representatives on the date set out at the beginning of this document.

Signed for and on behalf of)
Freedom Solutions Group, L.L.C. dba)
Litera by:)

sign here: _____
Authorised signatory

print name: _____

Signed for and on behalf of)
[SUPPLIER ENTITY])
by:)

sign here: _____
Authorised signatory

print name: _____