



## MASTER TERMS

These Master Terms, all terms and conditions referenced herein and the applicable Ordering Document, constitute altogether a single binding agreement (the “Agreement”) between the customer named on such Ordering Document (“Customer”) and the applicable Litera entity determined in accordance with Section 9.1 (“Litera”), and set forth the terms and conditions of Customer’s access and use of Litera’s on-premise and/or cloud software products and related services and documentation. By signing the Ordering Document, Customer agrees to the terms and conditions of this Agreement. Customer 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:

“Affiliate” means an entity that directly or indirectly controls, is controlled by, or is under common control with, a Party to this Agreement. For purposes of the foregoing, “control” means the right or power, directly or indirectly, to direct or cause the direction of the management and policies of the entity, whether through the ownership of voting securities, by contract or otherwise.

“Customer Data” means any document, material, data or information of any type that is uploaded or submitted by or on behalf of Customer to the Software or that is generated or processed by or on behalf of Customer using the Software.

“Documentation” means Litera’s End User guides, online help and release notes, as updated by Litera from time to time.

“DPA” means the applicable Litera Master Data Protection Addendum, available at <https://www.litera.com/policies/>.

“End User” means any individual authorized by Customer to use the Software on Customer’s behalf.

“Order Form” means any quote or other ordering document issued in accordance with Section 4.1 of these Master Terms that references these Master Terms.

“Order Term” means the Subscription Term and any Renewal Term (as defined in Section 8.2 of these Master Terms).

“Ordering Document” means an Order Form or SOW as applicable.

“Partner” means a reseller or distributor authorized by Litera to resell licenses of the Software.

“Professional Services” means the implementation services, training services or any other professional services as set out in the applicable SOW, but does not include Support Services.

“Services” means any Professional Services or Support Services.

“Software” means the specific Litera on-premise or cloud software product identified in an Order Form, and all Updates thereto.

“SOW” means a statement of work signed by both Parties.

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

“Support Services” means maintenance and other support services that are applicable to the Software being subscribed to.

“Updates” means the maintenance fixes and error corrections of the Software made available by Litera.

### 2. SOFTWARE; SERVICES

2.1 **Deployment** Terms and Conditions. The following terms apply to the Software subscriptions purchased by Customer under the Order Form based upon the Software’s method of deployment (“Deployment Type”). Litera offers two Deployment Types:

- (a) **SaaS Software:** If the Order Form indicates that Customer has purchased a subscription to “software as a service” or “cloud” Software (“SaaS Software”), the following terms and conditions (which are hereby incorporated by reference) shall apply: <https://www.litera.com/terms/saas-agreement/> (the “SaaS Terms”).
- (b) **On-Premise Software:** If the Order Form indicates that Customer has purchased a subscription to on-premise Software (“On-Premise Software”), the following terms and conditions (which are hereby incorporated by reference) shall apply: <https://www.litera.com/terms/on-premise-software-license-terms/> (the “On-Premise

Software License Terms”).

**2.2 Additional Product-Specific Terms and Conditions.** Customer’s use of the Software may also be subject to additional product-specific licensing or use terms applicable to such Software (the “Additional Product Terms”). The Additional Product Terms (which are hereby incorporated by reference) are found at <https://www.litera.com/terms/additional-terms-of-license/>.

**2.3 Support Services Terms and Conditions.** If an Order Form indicates that Customer has Support Services, or if Customer’s subscription includes access to Support Services, Litera will provide Customer with Support Services during the Order Term in accordance with the applicable Additional Product Terms or, if the Additional Product Terms do not contemplate Support Services, Litera’s Customer Support Services, as described at <https://support.litera.com/s/policies> shall be applicable. If Customer has ordered the Software from a Partner, Customer’s right to Support Services is governed exclusively by Customer’s Order Form with such Partner.

**2.4 Professional Services Terms and Conditions.** If Parties sign a SOW to purchase Professional Services, additional terms applicable for Professional Services shall be outlined in the SOW, signed by both parties.

**2.5 Evaluation Licenses.** If an Order Form indicates that the Software is being supplied for evaluation, then, notwithstanding anything to the contrary in this Agreement: (i) such Software must be used solely for the limited purpose of evaluating such Software; (ii) such Software is provided "as is, as available" without any warranty of any kind; (iii) Litera will have no liability for any harm or damage arising out of or in connection with such Software; (iv) Customer will not be entitled to Support Services (including any Updates); and (v) such Order Form will expire at the end of the Subscription Term set out on the applicable Order Form and will not auto renew.

**2.6 Material Change to Business.** If Customer experiences a material change to its business as a result of a merger, acquisition, restructuring or similar transaction, Litera shall have the right to review the current licensing agreement for all Litera products and will work with Customer in good faith to amend the commercial terms of the current licensing arrangement within 90 days of the material change to reflect Customer’s organizational changes.

### **3. CUSTOMER RESPONSIBILITIES AND USE RESTRICTIONS**

**3.1 Limited Use.** Customer may use, and permit End Users to use, the Software only for the duration of the Order Term, and solely for Customer’s internal business purposes in accordance with the Documentation, provided that Customer at all times complies with the restrictions set forth in this Agreement (including without limitation, any additional use parameters or restrictions set out on the applicable Order Form). Customer may also use and make a reasonable number of copies of the Documentation solely in connection with its authorized use of the Software. Customer agrees that its purchase of a subscription to the Software is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Litera with respect to future functionality or features.

**3.2 Software/Equipment to be provided by Customer.** The Software might be intended to be used in conjunction with third-party software or systems (for example, office software and document management systems). Litera’s obligation is limited to supplying the Software specifically stated on the applicable Order Form. It is Customer's responsibility to procure any other software for End Users, and any equipment or ancillary services needed to connect to, access or use the Software (including, without limitation, internet connections, web browsers, hardware, servers and the like).

**3.3 Restrictions.** Customer shall not (and shall not permit any End User or third party to): (i) reverse engineer, decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction; (ii) use license keys, certificates or access codes with the Software other than those authorized by Litera for Customer’s use of the Software, or distribute or make available any license keys, certificates or access codes to any third party; (iii) alter, remove or obscure any copyright labels or proprietary notices contained in the Software or Documentation; (iv) modify, adapt, translate, or create derivative works of, the Software or Documentation; (v) use the Software in a manner that violates any applicable law or violates any intellectual property, privacy or other rights of any third party; (vi) use, or permit any End User to copy or use, the Software or Documentation beyond the Order Term or in violation of or beyond the licenses granted herein or in the applicable Order Form; (vii) release, publish and/or otherwise make available to any third party the results of any performance or functional evaluation of the Software, without Litera’s prior written approval; (viii) distribute, sell or otherwise make the Software or Documentation available to third parties, or use the Software or Documentation as a service bureau or to provide a service directly or indirectly to third parties; or (ix) circumvent or attempt to circumvent any anti-copying mechanisms that may or may not be included in the Software, such as technology designed to prevent unauthorized use and copying or to enforce license parameters and restrictions. For the avoidance of doubt, all restrictions specified herein with respect to Software

apply to all components.

**3.4 End Users.** End Users may not be competitors of Litera, and Customer shall not allow any competitor of Litera to access or use the Software or Documentation. Customer shall cause End Users to abide by the terms of this Agreement. Customer agrees that it shall be responsible for any breach of this Agreement by any End User as if such breach was caused by the direct acts of Customer.

## **4 ORDERS AND PAYMENT**

**4.1 Orders.** Customer may purchase Software subscriptions by either (i) entering into an Order Form with Litera; or (ii) entering into an Order Form with a Partner. Each Order Form with Litera shall be signed by both Customer and Litera or issued by Litera and acknowledged by Customer via the issuance of a purchase order that references the Order Form and is accepted by Litera.

**4.2 Fees; Invoicing; Payment - Direct Purchases from Litera.** For Software subscriptions purchased by Customer directly from Litera, all fees for the Software shall be set forth in the applicable Order Form. Unless otherwise provided for in an Order Form, Litera will invoice Customer for all fees set out in the Order Form on or promptly following the effective date of such Order Form. All Fees for Professional Services shall be set forth in the applicable SOW, and Litera will invoice Customer for such fees in accordance with the payment schedule set out in such SOW. Customer shall pay all invoices within thirty (30) days from date of invoice. Except as expressly provided for herein, all fees are non-refundable, non-cancellable and not subject to set-off. All fees shall be stated in and paid by Customer in the currency set out in the applicable Ordering Document. 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. Unless Customer has an enterprise license as defined in any Order Form, at least sixty (60) days prior to the end of the then-current Order Term, or at any time upon the reasonable request of Litera, Customer will verify the number of End Users, lawyers or documents, as applicable, in accordance with the license metrics applicable for the product(s) identified in the Order Form, and if such number exceeds the number identified in the Order Form, the fees for the Software will thereupon be increased accordingly based upon the then current rates charged by Litera. For any Software subscriptions purchased by Customer through a Partner, the pricing and payment terms are established through the applicable Order Form entered into between Customer and the Partner, and all payments will be made directly to Partner.

**4.3 Taxes.** Customer is responsible for payment of all applicable taxes, duties, levies, tariffs, and other governmental charges relating to Customer's subscription to, and use of, the Software, 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 Customer's ship to address and invoiced to and paid by Customer, unless Customer provides Litera with a valid tax exemption certificate authorized by the appropriate taxing authority.

## **5 CONFIDENTIALITY; DATA PROCESSING AND SECURITY**

**5.1 Confidentiality.** The Parties acknowledge that in connection with this Agreement, they may obtain non-public, technical and non-technical information of the other Party or its Affiliates relating to the other Party's or its Affiliates' business activities, operations, processes, technology or products ("Confidential Information"). For greater certainty, the Software and Documentation are Confidential Information of Litera, and the Customer Data is Confidential Information of Customer. Each Party will: (i) use such Confidential Information only in connection with fulfilling its obligations or exercising its rights under this Agreement, (ii) 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, employees, contractors and service providers 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). Notwithstanding any of the foregoing, Customer agrees that Litera may utilize Customer's trademark(s),



trade name(s) and logo(s) in Litera's customer lists and marketing materials (including Litera's website) during Litera's sales processes.

**5.2 Data Processing.** The DPA sets forth the terms and conditions under which Litera may receive and process Customer Personal Information. To the extent applicable, the DPA shall apply with respect to Litera's processing of Customer Personal Information.

**5.3 Security.** Litera will use reasonable efforts to protect the security of Customer Data while such Customer Data is held within Litera's systems, employing the procedures and tools described in, and in accordance with the terms of, the Litera security addendum, available at <https://www.litera.com/security-addendum-2023/>.

## **6 OWNERSHIP; INTELLECTUAL PROPERTY**

**6.1 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 Software, Services and Documentation and any derivative works, modifications or improvements of any of the foregoing. Litera reserves all rights in the Software, Services and Documentation not expressly granted herein.

**6.2 Rights in Customer Data.** As between Customer and Litera, Customer owns the Customer Data. Customer hereby grants to Litera and its Affiliates and service providers, a worldwide, non-exclusive, non-transferrable and non-sublicensable (except as stated in Section 10.5), royalty-free license to collect, store, maintain, modify and process Customer Data as required to provide Services to Customer.

**6.3 Feedback.** Customer grants to Litera and its Affiliates a royalty-free, worldwide, transferrable, sublicensable, irrevocable, perpetual license to use and/or incorporate into any of its products or services, including the Software, any suggestions, enhancement requests, recommendations or other feedback provided by Customer.

## **7 WARRANTIES, INDEMNITIES AND LIABILITY**

**7.1 Mutual.** Each Party represents and warrants that it has the legal power and authority to enter into and perform under this Agreement. Each Party shall comply with all laws applicable to it in its performance of this Agreement.

**7.2 Customer Warranties.** Customer represents and warrants that: (i) it is not incorporated or organized to do business in or resident in, and is not under the control of the government of, any country subject to economic or trade sanctions by the U.S. State Department and/or OFAC; (ii) it is not included on any list of sanctioned or ineligible parties maintained by the U.S. government, including, but not limited to, OFAC's lists of Specially Designated Nationals and Blocked Persons; and (iii) Customer will not sell, export, re-export, transfer, use or enable the use of the Software, its related technology and Services or any other items that may be provided by Litera, directly or indirectly: (a) to or for end-use in or by the countries listed above or any citizens, nationals or permanent residents or such countries; (b) to or for end-use by any person or entity determined by any U.S. government agency to be ineligible to receive exports, including but not limited to persons and entities designated on the lists described in (ii) above; and (c) to or for end-uses prohibited by U.S. export or sanctions laws and regulations, including, but not limited to, activities involving the proliferation or chemical, biological or nuclear weapons, weapons of mass destruction or the missiles capable of delivering such weapons and their related technology.

**7.3 Disclaimer.** EXCEPT AS SET OUT IN THIS SECTION 7 (AND IN THE WARRANTY SECTIONS OF THE SAAS TERMS AND THE ON-PREMISE SOFTWARE LICENSE TERMS), THE SOFTWARE, DOCUMENTATION AND SERVICES ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. LITERA SPECIFICALLY DISCLAIMS ALL OTHER 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 SOFTWARE, SERVICES OR DOCUMENTATION OR THAT THE SOFTWARE IS BUG/ERROR FREE OR THAT ITS USE WILL BE UNINTERRUPTED.

**7.4 Litera Indemnity.** Subject to Section 7.6, Litera will defend Customer against any third-party claim, demand, suit or proceeding made or brought against Customer alleging that the Software 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 Customer 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 Software in breach of this Agreement; (ii) any combination, operation or use of the Software with any hardware, products, program, data or material not supplied or approved in writing by Litera; (iii) any alteration or modification of the Software not approved in writing by Litera; (iv) Customer's continuance of allegedly infringing activity after being notified thereof; or (v) Customer's failure to use Updates made available by Litera; (each, an "Infringement Exclusion Event"). If the Software is held or believed to infringe on a third party's intellectual property rights, Litera may, in its sole discretion, (x) modify the

Software to be non-infringing, (y) obtain a license for Customer's continued use of such Software; or (z) if neither of the foregoing options are reasonable practicable, terminate the applicable Order Form and refund Customer a pro-rata portion of any prepaid fees under such Order Form that cover the remainder of the Order Term after the date of termination. This Section states Litera's entire liability, and Customer's sole and exclusive remedy, for any claim of infringement.

**7.5 Customer Indemnity.** Subject to Section 7.6, Customer will defend Litera against any third-party claim, demand, suit or proceeding made or brought against Litera arising out of or relating to any Infringement Exclusion Event, and will indemnify and hold Litera harmless from any resulting damage awards or settlement amounts.

**7.6 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.

**7.7 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 SOFTWARE, DOCUMENTATION OR SERVICES, 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: EITHER PARTY'S LIABILITY UNDER ITS INDEMNITY OBLIGATIONS.

**7.8 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 FOR DIRECT DAMAGES UNDER THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT OF FEES PAID BY CUSTOMER TO LITERA OR TO A PARTNER UNDER THE APPLICABLE ORDERING DOCUMENT IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY; PROVIDED THAT THE FOREGOING LIMITATION WILL NOT APPLY TO LIMIT LITERA'S LIABILITY UNDER ITS INDEMNITY OBLIGATIONS UNDER SECTION 7.4.

**7.9 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.

## **8 TERM; TERMINATION; SUSPENSION**

**8.1 Term of Agreement.** Unless terminated earlier in accordance with this Agreement, the term of this Agreement shall continue for so long as any Ordering Document remains in effect.

**8.2 Term of Order Forms.** The initial term of each Order Form shall commence on the date of such Order Form and shall continue for the Subscription Term set out in such Order Form. Thereafter, the Order Form shall automatically renew for additional successive periods of 12 months each (or such other period as may be set forth on such Order Form (each, a "Renewal Term")), unless either Party provides at least thirty (30) days' prior written notice to the other Party of its intent to not renew such Order Form.

**8.3 Term of SOWs.** The term of each SOW will be as set out in such SOW.

**8.4 Suspension.** Litera shall be entitled to suspend Services upon written notice to Customer in the event Customer is in breach of this Agreement and Customer fails to cure such breach or provide a written cure plan acceptable to Litera within ten (10) days of being notified of such breach.

**8.5 Termination for Cause.** Either Party may terminate an Ordering Document immediately: (i) upon the other Party's material breach of this Agreement in respect of such Ordering Document if such material 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 material 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; or (iii) if the other Party ceases to carry on business.

**8.6 End of Life.** Litera regularly updates the Software and reserves the right to discontinue the Software, add or substitute



functionally equivalent features in the event of unavailability, end of life, or change to requirements including versions of the Software with or without notice which shall be added to Litera Product Lifecycle Policy available [here](#).

**8.7 Effect of Termination.** Upon expiry or termination of an Order Form, all rights to the Software and Documentation granted to Customer thereunder shall immediately terminate, and Customer will destroy (or at Litera's option, return) all copies of the applicable Software and Documentation provided pursuant to such Order Form in its possession or control, and certify its compliance with the foregoing. Upon termination of an Ordering Document for any reason (other than termination by Customer for material breach pursuant to Section 8.5 or termination by Litera pursuant to Section 7.4 or 8.6), Customer shall immediately pay all fees due for the remainder of the term of such Ordering Document. Upon termination of an Ordering Document by Customer for material breach pursuant to Section 8.5 or termination by Litera pursuant to Section 7.4 or 8.6, Customer shall immediately pay all fees due under such Ordering Document through the effective date of termination. Sections 3.2, 5, 6, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, 7.8, 7.9, 8.6, 9 and 10 will survive any expiry or termination of an Ordering Document or this Agreement.

## **9 CONTRACTING ENTITY; GOVERNING LAW AND VENUE; DISPUTE RESOLUTION.**

**9.1 Contracting Entity; Governing Law; Venue.** If Customer's ship to address set out in the applicable Ordering Document is in North America or South America: (i) the Litera contracting entity is Freedom Solutions Group, 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; and (iii) the Parties expressly consent to the exclusive personal jurisdiction of the state and federal courts in Cook County, Illinois. If Customer's ship to address set out in the applicable Ordering Document 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; and (iii) the Parties expressly consent to the exclusive personal jurisdiction of the courts in Sydney, New South Wales, New South Wales. If Customer's ship to address set out in the applicable Ordering Document in any country outside of North America, South 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; and (iii) the Parties expressly consent to the exclusive personal jurisdiction of the courts in London, England. The UN Convention on the International Sale of Goods shall not apply to this Agreement. The Parties waive all rights to trial by jury.

**9.2 Injunctive Relief.** The Parties agree that a material breach of this Agreement adversely affecting Litera's intellectual property rights in the Software 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.

## **10 GENERAL**

**10.1 Export.** The Software is subject to U.S. export laws and may be subject to export laws in other countries. Customer agrees not to use or export (directly or indirectly) the Software, nor permit any third party to access or use the Software, in violation of applicable export laws or regulations.

**10.2 U.S. Government Contracting.** If the Software or Services are being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then, as a commercial items, the Government's rights in the Software, Services and Documentation will be only as set forth: (i) in this Agreement or (ii) as provided in FAR 12.212 (Computer Software) and (for Department of Defense use or disclosure) DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation), whichever set of rights provided for in (i) or (ii) are the more restrictive. Customer shall be responsible for ensuring that this provision is included in all agreements with the United States Government and that the Software, when delivered to the United States Government, is correctly marked as required by applicable United States Government regulations governing such restricted rights as of such delivery.

**10.3 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.

**10.4 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.

**10.5 Restriction on Assignment.** Customer may not 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.

**10.6 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.

**10.7 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.

**10.8 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 applicable Ordering Document 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 applicable Ordering Document 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.

**10.9 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties, 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 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.

**10.10 Order of Precedence.** In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (a) the Order Form, (b) the SOW, (c) the Terms and Conditions referenced in Section 2 of these Master Terms, and (d) these Master Terms, excluding the Terms and Conditions referenced in Section 2 of these Master Terms. For avoidance of doubt, all pre-printed or standard terms of any Customer purchase order or other business processing document are hereby rejected and will have no force or effect.

**10.11 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.

**10.12 Language.** The Parties acknowledge that this Agreement was drafted in the English language at their express request.