This Lawgix Master Services Agreement ("MSA") is made between Lawgix, Inc., a Delaware corporation, ("Lawgix") and the Customer identified on the Order Form ("Customer"), together referred to as the "Parties" and each individually as a "Party." Specific services terms, product details and any applicable license and/or subscription terms will be set forth in applicable [Service Schedule(s) (located at https://www.lawgixlaw.com/company/terms-and-conditions/msa-service-schedules)](https://www.lawgixlaw.com/company/terms-and-conditions/msa-service-schedules),

Order Form(s) and SOW(s), each of which become binding on the Parties and subject to this MSA upon execution of an Order Form and/or SOW. Each Order Form and/or SOW is governed by and incorporates the following documents in effect as of the date of last update of such documents, collectively referred to as the "Agreement" that consists of:

1. the Order Form and/or Statement of Work;
2. any attachments and/or appendix(ices) to a Service Schedule;
3. Service Schedule(s); and
4. this MSA.

The applicable attachment(s), appendix(ices), and Service Schedule(s) is determined by the Lawgix Service(s) purchased on the Order Form and/or SOW. In the event of a conflict, the order of precedence is as set out above in descending order of control. MSA Version: February 4, 2019.

Each Party agrees that the following terms and conditions govern each Order Form and/or SOW that references this MSA:

TABLE OF CONTENTS

1. Definitions
2. Usage and Access Rights
3. Ownership
4. Security and Customer Data
5. Payment of Fees
6. Taxes
7. Term and Termination
8. Warranties and Disclaimers
9. Third-Party Claims
10. Limitation of Liability
11. Confidentiality

1. DEFINITIONS.

"Account" means a unique account established by Customer to enable its Authorized Users to access and use a Lawgix Service.

"Account Administrator" is an Authorized User who is assigned and expressly authorized by Customer as its agent to manage Customer's Account, including, without limitation, to configure administration settings, assign access and use authorizations, request different or additional services, provide usage and performance reports, manage templates, execute approved campaigns and events, assist in third-party product integrations, and accept updated terms and conditions including privacy disclosures. Customer may appoint an employee or a third-party business partner or contractor to act as its Account Administrator and may change its designation at any time through its Account.

"Affiliate" of a Party means any entity that the Party directly or indirectly owns or controls more than fifty percent (50%) of the voting interests of the subject entity. Any legal entity will be considered a Party's Affiliate as long as that interest is maintained.

"Authorized User" means one individual natural person, whether an employee, business partner, contractor, or agent of Customer or its Affiliates who is registered by Customer to use the Lawgix Services. An Authorized User must be identified by a unique email address and user name, and two or more persons may not use the Lawgix Services as the same Authorized User. If the Authorized User is not an employee of Customer, use of the Lawgix Services will be allowed only if the user is under confidentiality obligations with Customer at least as restrictive as those in this Agreement and is accessing or using the Lawgix Services solely to support Customer's and/or Customer Affiliates' internal business purposes.

"Confidential Information" means (a) for Lawgix, the Lawgix Services and Documentation; (b) for Customer, Customer Data; (c) any other information of a Party that is disclosed in writing or orally and is designated as confidential or proprietary at the time of disclosure to the Party receiving Confidential Information ("Recipient") (and, in the case of oral disclosures, summarized in writing and delivered to the Recipient within thirty (30) days of the initial disclosure), or that due to the nature of the information the Recipient would clearly understand it to be confidential information of the disclosing Party; and (d) the specific terms and conditions of this Agreement between the Parties. Confidential Information does not include any information that: (i) was or becomes generally known to the public through no fault or breach of this Agreement by the Recipient; (ii) was rightfully in the Recipient's possession at the time of disclosure

without restriction on use or disclosure; (iii) was independently developed by the Recipient without use of or reference to the disclosing Party's Confidential Information; or (iv) was rightfully obtained by the Recipient from a third party not under a duty of confidentiality and without restriction on use or disclosure.

"Customer Data" means any content, eDocuments, materials, data and information that Customer or its Authorized Users enter into the Lawgix Services, including, but not limited to, any Customer personal data and information contained in eDocuments. Customer Data does not include any component of the Lawgix Services or material provided by or on behalf of Lawgix.

"Documentation" means Lawgix's then-current technical and functional documentation for the Lawgix Services as made generally available by Lawgix.

"Lawgix Cloud Service(s)" means any subscription-based, hosted solution that is supported and operated on demand and provided by Lawgix under this Agreement.

"Lawgix Service(s)" means the services identified on the Order Form and/or SOW and obtained by Customer pursuant to this Agreement, including but not limited to Lawgix Cloud Services and Professional Services.

"eDocument" refers to a contract, notice, disclosure, or other record or document deposited into the Lawgix Service by Customer for processing.

"Indemnified Party(ies)" means, as the case may be, the Party (whether Lawgix or Customer) being indemnified for a third-party claim, including its employees, directors, agents, and representatives.

"Indemnifying Party(ies)" means the Party (whether Lawgix or Customer) that is providing indemnification under Section 9 (Third-Party Claims).

"Order Form" means the order form provided by Lawgix that sets forth the pricing and options of the Lawgix Services selected by Customer.

"Order Start Date" means the start date of the applicable Order Form as defined in that Order Form.

"Professional Services" means any integration, consulting, architecture, training, transition, configuration, administration, and similar ancillary Lawgix Services that are set forth in an Order Form or Statement of Work ("SOW").

"Service Schedule" means the service-specific terms and conditions applicable to the Lawgix Service(s).

"Term" shall have the meaning set forth in Section 7.1 (Term).

2. USAGE AND ACCESS RIGHTS.

2.1 Right to Use. Lawgix will provide the Lawgix Services to Customer as set forth in the Order Form and/or SOW. Subject to the terms and conditions of this Agreement, Lawgix grants to Customer a limited, non-exclusive, non-transferrable right and license during the Term, solely for its and its Affiliates' internal business purposes, and in

accordance with the Documentation, to: (a) use the Lawgix Services; (b) implement, configure, and through its Account Administrator, permit its Authorized Users to access and use the Lawgix Services; and (c) access and use the Documentation. Customer will ensure that its Affiliates and all Authorized Users using the Lawgix Services under its Account comply with all of Customer's obligations under this Agreement, and Customer is responsible for their acts and omissions relating to the Agreement as though they were those of Customer.

2.2   Restrictions. Customer shall not, and shall not permit others to, do the following with respect to the Lawgix Services:

(a) use the Lawgix Services, or allow access to it, in a manner that circumvents contractual usage restrictions or that exceeds Customer's authorized use or usage metrics set forth in this Agreement, including the applicable Order Form or SOW;

(b) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the Lawgix Services or Documentation available for access by third parties except as otherwise expressly provided in this Agreement;

(c) access or use the Lawgix Services or Documentation for the purpose of developing or operating products or services intended to be offered to third parties in competition with the Lawgix Services or allow access by a direct competitor of Lawgix;

(d) reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Lawgix Services or technologies, unless and then only to the extent expressly permitted by applicable law, without consent;

(e) use the Lawgix Services or Documentation in a way that (i) violates or infringes upon the rights of a third party, including those pertaining to: contract, intellectual property, privacy, or publicity; or (ii) effects or facilitates the storage or transmission of libelous, tortious, or otherwise unlawful material including, but not limited to, material that is harassing, threatening, or obscene;

(f) fail to use commercially reasonable efforts to not interfere with or disrupt the integrity, operation, or performance of the Lawgix Services or interfere with the use or enjoyment of it by others;

(g) use the Lawgix Services to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or circumvent or disclose the user authentication or security of the Lawgix Cloud Service or any host, network, or account related thereto or use any aspect of the Lawgix Services components other than those specifically identified in an Order Form or SOW, even if technically possible; or

(h)   use, or allow the use of, the Lawgix Services by anyone located in, under the control of, or a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 13.5).

2.3   Suspension of Access. Lawgix may suspend any use of the Lawgix Services, or remove or disable any Account or content that Lawgix reasonably and in good faith believes violates this Agreement. Lawgix will use commercially reasonable efforts to notify Customer prior to any such suspension or disablement, unless Lawgix reasonably believes that: (a) it is prohibited from doing so under applicable law or under legal process (such as court or government administrative agency processes, orders, mandates, and the like); or (b) it is necessary to delay notice in order to prevent imminent harm to the Lawgix Services or a third party. Under circumstances where notice is delayed, Lawgix will provide notice if and when the related restrictions in the previous sentence no longer apply.

2.4   Trial Usage. If Customer registers for a free trial, promotional offer, or other type of limited offer for use of the Lawgix Services ("Free Trial"), Customer may be presented with additional terms and conditions when registering for a Free Trial, and any such additional terms and conditions are hereby incorporated into this Agreement by reference as a Service Schedule and are legally binding upon the Parties. ANY DATA THAT CUSTOMER ENTERS INTO THE Lawgix SERVICES, AND ANY CONFIGURATIONS MADE BY OR FOR CUSTOMER, DURING THE FREE TRIAL WILL BE PERMANENTLY LOST AT THE END OF THE TRIAL PERIOD UNLESS CUSTOMER: (a) PURCHASES A SUBSCRIPTION TO THE SAME Lawgix SERVICES AS THOSE COVERED BY THE TRIAL; (b) PURCHASES AN UPGRADED VERSION OF THE Lawgix SERVICES; OR (c) EXPORTS SUCH DATA BEFORE THE END OF THE TRIAL PERIOD. CUSTOMER CANNOT TRANSFER DATA ENTERED OR CONFIGURATIONS MADE DURING THE FREE TRIAL TO A Lawgix SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL, AND IN SUCH SITUATION ANY CUSTOMER DATA OR CUSTOMIZATION WILL BE PERMANENTLY LOST. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION SECTION 8 (WARRANTIES AND DISCLAIMERS), SECTION 9 (THIRD-PARTY CLAIMS), AND SECTION 10 (LIMITATION OF LIABILITY), FREE TRIALS ARE PROVIDED "AS-IS" AND "AS AVAILABLE" AND, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, (y) WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY; AND (z) Lawgix'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO CUSTOMER'S USE OF THE FREE TRIAL IS $100.

3. OWNERSHIP.

3.1   Customer Data. Customer Data processed using the Lawgix Services is and will remain, as between Customer and Lawgix, owned by Customer. Customer hereby grants Lawgix the right to process, transmit, store or disclose the Customer Data in order to provide the Lawgix Services to Customer or, subject to the terms of Section 11.2 (Required Disclosure) below, to comply with any request of a governmental or regulatory body (including subpoenas or court orders) or as otherwise required by law.

3.2   Lawgix Services. Lawgix, its Affiliates, or its licensors own all right, title, and interest in and to any and all copyrights, trademark rights, patent rights, database rights, and other intellectual property or other rights in and to the Lawgix Services and Documentation, any improvements, design contributions, or derivative works thereto, and any knowledge or processes related thereto and/or provided hereunder. Unless otherwise specified in the applicable SOW, all deliverables provided by or for Lawgix in the performance of Professional Services, excluding Customer Data and Customer Confidential Information, are owned by Lawgix and constitute part of the Lawgix Service(s) under this Agreement.

3.3   Third-Party Services or Materials. Customer may choose to obtain products or services that are provided or supported by third parties ("Third-Party Services") for use with Lawgix Services. Lawgix assumes no responsibility for, and specifically disclaims any liability or obligation with respect to, any Third-Party Services that are provided pursuant to the terms of the applicable third-party license or separate agreement between the licensor of the Third-Party Services and Customer. Customer may choose to access or use materials that are provided by third parties ("Third-Party Materials) for use with Lawgix Services. Notwithstanding anything to the contrary under this Agreement and irrespective of any modifications, improvements, enhancements, additions, or derivations provided by Lawgix, Third-Party Materials are provided "AS IS" and for Customer's convenience only, and further, neither Lawgix nor its licensors for Third-Party Materials represent and warrant in any manner that Third-Party Materials are accurate, current, or comply with laws, rules and/or regulations of, or are otherwise valid and enforceable in or appropriate for, the jurisdiction in which the Third-Party Materials are used or for Customer's purposes.

3.4   Feedback. Lawgix encourages Customer to provide suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to Lawgix Services and related resources ("Feedback"). To the extent Customer provides Feedback, Customer grants to Lawgix a royalty-free, fully paid, sub-licensable, transferable (notwithstanding Section 13.2 (Assignability)), non-exclusive, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import, and otherwise exploit Feedback (including by incorporation of such feedback into the Lawgix Services) without restriction; provided that such Feedback does not identify Customer, its Affiliates, or

Authorized Users, or include any Customer Data without Customer's prior written consent.

4.   SECURITY AND CUSTOMER DATA.

4.1   Security. Lawgix will use commercially reasonable industry standard security technologies in providing the Lawgix Services. Lawgix has implemented and will maintain appropriate technical and organizational measures, including information security policies and safeguards, to preserve the security, integrity, and confidentiality of Customer Data and personal data and to protect against unauthorized or unlawful disclosure or corruption of or access to personal data. Additional security obligations, if any, shall be set forth or referenced in the applicable Service Schedule, attachment and/or appendix.

4.2   Customer Data. Customer is responsible for Customer Data (including Customer personal data) as entered into, supplied or used by Customer and its Authorized Users in the Lawgix Services. Further, Customer is solely responsible for determining the suitability of the Lawgix Services for Customer's business and complying with any applicable data privacy and protection regulations, laws or conventions applicable to Customer Data and Customer's use of the Lawgix Services. Customer grants to Lawgix the non-exclusive right to process Customer Data (including personal data) in accordance with the applicable data protection provisions and the technical and organizational measures referred to in an applicable Service Schedule, attachment and/or appendix, for the sole purpose of and only to the extent necessary for Lawgix: (a) to provide the Lawgix Services; (b) to verify Customer's compliance with the restrictions set forth in Section 2.2 (Restrictions) if Lawgix has a reasonable belief of Customer's non-compliance; and (c) as otherwise set forth in this Agreement.

4.3   Use of Aggregate Data. Customer agrees that Lawgix may collect, use, and disclose quantitative data derived from the use of the Lawgix Services for industry analysis, benchmarking, analytics, marketing, and other business purposes. All data collected, used, and disclosed will be in aggregate form only and will not identify Customer, its Authorized Users, Customer Data, or any third parties utilizing the Lawgix Services.

5.   PAYMENT OF FEES.

5.1   Fees. Except as expressly set forth in the applicable Order Form or SOW, Customer will pay all fees set forth in the Order Form or SOW in accordance with the following: (a) Lawgix Services fees are invoiced annually in advance; (b) the first invoice will coincide with the Order Start Date or effective date of a SOW; (c) payment will be due within thirty (30) days from the date of the invoice; and (d) all amounts will be denominated in U.S. dollars. Upon execution by Customer and Lawgix, each Order

Form and/or SOW is non-cancellable and non-refundable except as provided in this Agreement, and the Term as set forth in the Order Form for Lawgix Cloud Services is a continuous and non-divisible commitment for the full duration of the Term regardless of any invoice schedule. Customer may withhold from payment any charge or amount disputed by Customer in good faith pending resolution of such dispute, provided that Customer: (i) notifies Lawgix of the dispute prior to the date such payment is due, specifying in such notice (A) the amount in dispute, and (B) the reason for the dispute set out in sufficient detail to facilitate investigation by Lawgix and resolution by the parties; (ii) makes timely payment of all undisputed charges and amounts; (iii) works diligently with Lawgix to resolve the dispute promptly; and (iv) pays all amounts that are determined to be payable by resolution of the dispute (by adversarial proceedings, agreement or otherwise) within ten (10) days following such resolution.

5.2   Purchase Orders. If Customer issues a purchase order, then it shall be for the full amount set forth in the applicable Order Form or SOW, and Lawgix hereby rejects any additional or conflicting terms appearing in a purchase order or any other ordering materials submitted by Customer, and conditions assent solely based on the terms and conditions of this Agreement as offered by Lawgix. Upon request, Lawgix shall reference the purchase order number on its invoices, provided, however, that Customer acknowledges that it is Customer's responsibility to provide the corresponding purchase order information (including a purchase order number) to Lawgix upon the signing of any Order Form. Customer agrees that a failure to provide Lawgix with the corresponding purchase order shall not relieve Customer of its obligations to provide payment to Lawgix pursuant to Section 5.1 above.

5.3   Offsets; Late Charges; Attorneys' Fees. If Lawgix owes any amounts to Customer that are not derived from this Agreement, such amounts will not be withheld or offset against any invoice issued under this Agreement. Lawgix may assess late charges equal to the lesser of one and one-half percent (1.5%) of the unpaid balance per month or the highest rate permitted by applicable law. Customer will be responsible for any reasonable attorneys' fees, costs, and expenses incurred by Lawgix to collect any amounts that are not paid when due. If Customer fails to timely pay any amounts due under this Agreement, then without limitation of any of its other rights or remedies, Lawgix may suspend performance of those Lawgix Services until Lawgix receives all past due amounts from Customer.

6.   TAXES.

6.1   Tax Responsibility. All payments required by this Agreement are stated exclusive of all taxes, duties, levies, imposts, fines or similar governmental assessments, including sales and use taxes, value-added taxes ("VAT"), goods and services taxes ("GST"), excise, business, service, and similar transactional taxes imposed by any

jurisdiction and the interest and penalties thereon (collectively, "Taxes"). Customer shall be responsible for and bear Taxes associated with its purchase of, payment for, access to or use of the Lawgix Services. Taxes shall not be deducted from the payments to Lawgix, except as required by law, in which case Customer shall increase the amount payable as necessary so that after making all required deductions and withholdings, Lawgix receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made. If Customer claims tax exempt status for amounts due under this Agreement, it shall provide Lawgix with a valid tax exemption certificate (authorized by the applicable governmental authority) to avoid application of Taxes to Customer's invoice. Each Party is responsible for and shall bear Taxes imposed on its net income. Customer hereby confirms that Lawgix can rely on the ship-to name and address set forth in the Order Form(s) or SOW Customer places directly with Lawgix as being the place of supply for Tax purposes. The Parties' obligations under this Section 6.1 (Tax Responsibility) shall survive the termination or expiration of this Agreement.

6.2   Invoicing Taxes. If Lawgix is required to invoice or collect Taxes associated with Customer's purchase of, payment for, access to or use of the Lawgix Services, Lawgix will issue an invoice to Customer including the amount of those Taxes, itemized where required by law. If applicable, Customer shall provide to Lawgix its VAT, GST or similar tax identification number(s) on the Order Form or SOW. Customer shall use the ordered Lawgix Services for Customer's business use in the foregoing location(s) in accordance with the provided VAT or GST identification number(s).

7.   TERM AND TERMINATION.

7.1   Term. The term of an Order Form and any associated Service Schedule(s) is the period of time, including all renewals thereto, that begins on the Order Start Date and, unless terminated sooner as provided herein, will continue until the Order End Date, both dates as specified on the Order Form (the "Term"). In the case of a SOW for Professional Services, if no end date is specified in the SOW, then the SOW shall expire upon completion of Professional Services or early termination as permitted by this Agreement. The term of this MSA and this Agreement shall continue as long as an Order Form or SOW referencing or incorporated into this MSA remains valid and in effect. Prior to the Order Start Date, Lawgix may, upon mutual agreement, start providing Professional Services and/or provide Customer access to the Lawgix Services, which will be governed by this Agreement. Termination or expiration of any Order Form or SOW shall leave other Order Forms or SOWs unaffected.

7.2   Termination for Breach; Termination for Insolvency. If either Party commits a material breach or default in the performance of any of its obligations under this Agreement, then the other Party may terminate this Agreement in its entirety by giving

the defaulting Party written notice of termination, unless the material breach or default in performance is cured within thirty (30) days after the defaulting Party receives notice thereof. Either Party may terminate this Agreement in its entirety upon written notice if the other Party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership or liquidation, in any jurisdiction, that is not dismissed within sixty (60) days of its commencement, or an assignment for the benefit of creditors.

7.3   Post-Termination Obligations. If this Agreement expires or is terminated for any reason: (a) Customer will pay to Lawgix any amounts that have accrued before, and remain unpaid as of, the effective date of the expiration or termination; (b) any and all liabilities of either Party to the other Party that have accrued before the effective date of the expiration or termination will survive; (c) licenses and use rights granted to Customer with respect to Lawgix Services and intellectual property will immediately terminate; (d) Lawgix's obligation to provide any further services to Customer under this Agreement will immediately terminate, except any such services that are expressly to be provided following the expiration or termination of this Agreement; and (e) the Parties' rights and obligations under Sections 6.1, 7.3, 8.3, and 10 through 13 will survive.

8.   WARRANTIES AND DISCLAIMERS.

8.1   Lawgix Service Warranties. Lawgix warrants that during the applicable Term, the Lawgix Services, when used as authorized under this Agreement, will perform substantially in conformance with the Documentation associated with the applicable Lawgix Services. Customer's sole and exclusive remedy for any breach of this warranty by Lawgix is for Lawgix to repair or replace the affected Lawgix Services to make them conforming, or, if Lawgix determines that the foregoing remedy is not commercially reasonable, then either Party may terminate this Agreement.

8.2   Mutual Warranties. Each Party represents and warrants that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against it in accordance with the terms of this Agreement; and (b) no authorization or approval from any third party is required in connection with its execution, delivery, or performance of this Agreement.

8.3   Disclaimer. Except for the express representations and warranties stated in this Section 8 (Warranties and Disclaimers), SOW or a Service Schedule, Lawgix: (a) makes no additional representation or warranty of any kind -- whether express, implied in fact or by operation of law, or statutory -- as to any matter whatsoever; (b) disclaims all implied warranties, including but not limited to merchantability, fitness for a particular purpose, and title; and (c) does not warrant that the Lawgix Services are or will be

error-free or meet Customer's requirements. Customer has no right to make or pass on any representation or warranty on behalf of Lawgix to any third party.

9.   THIRD-PARTY CLAIMS.

9.1   By Lawgix. Lawgix will indemnify Customer, and its employees, directors, agents, and representatives from, and defend the Indemnified Parties against, any actual or threatened: (a) third-party claim; (b) third-party legal action; or (c) administrative agency action or proceeding ("Claim") to the extent arising from or related to: (i) any alleged breach by Lawgix of specified security safeguards related to the Lawgix Services that results in the breach of its confidentiality obligations in Section 11 (Confidentiality); and (ii) any alleged infringement of any third-party intellectual property rights by the Lawgix Services as provided by Lawgix, or the Indemnified Party's use thereof when used as authorized under this Agreement, provided, however, that Lawgix will not be responsible for alleged infringement that is due to the combination of Lawgix Services with goods or services provided by third parties.

9.2   By Customer. Customer will indemnify Lawgix, and its employees, directors, agents, and representatives from, and defend the Indemnified Parties against, any Claim to the extent arising from or related to: (a) use of the Lawgix Services by Customer or its Account Administrator or Authorized Users in violation of this Agreement, the Documentation, or applicable law; (b) any breach by Customer of its obligations under Section 2.2 (e)-(f) (Restrictions) or Section 11 (Confidentiality); or (c) the nature and content of all Customer Data processed by the Lawgix Services.

9.3   Procedures. The Parties' respective indemnification obligations above are conditioned on: (a) the Indemnified Parties giving the Indemnifying Party prompt written notice of the Claim, except that the failure to provide prompt notice will only limit the indemnification obligations to the extent the Indemnifying Party is prejudiced by the delay or failure; (b) the Indemnifying Party being given full and complete control over the defense and settlement of the Claim (as long as the settlement does not include any payment of any amounts by or any admissions of liability, whether civil or criminal, on the part of any of the Indemnified Parties); (c) the relevant Indemnified Parties providing assistance in connection with the defense and settlement of the Claim, as the Indemnifying Party may reasonably request; and (d) the Indemnified Parties' compliance with any settlement or court order made in connection with the Claim. The Indemnifying Party will indemnify the Indemnified Parties against: (i) all damages, costs, and attorneys' fees finally awarded against any of them with respect to any Claim; (ii) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by any of them in connection with the defense of the Claim (other than attorneys' fees and costs incurred without the Indemnifying Party's consent after it has accepted defense of such Claim); and (iii) all amounts that the Indemnifying Party agreed to pay to any third party

in settlement of any Claims arising under this Section 9 (Third-Party Claims) and settled by the Indemnifying Party or with its approval.

9.4   Infringement Remedy. If Customer is enjoined or otherwise prohibited from using any of the Lawgix Services or a portion thereof based on a Claim covered by Lawgix's indemnification obligations under Section 9.1 (By Lawgix) above, then Lawgix will, at its sole expense and option, either: (a) obtain for Customer the right to use the allegedly infringing portions of the Lawgix Services; (b) modify the allegedly infringing portions of the Lawgix Services so as to render them non-infringing without substantially diminishing or impairing their functionality; or (c) replace the allegedly infringing portions of the Lawgix Services with non-infringing items of substantially similar functionality. If Lawgix determines that the foregoing remedies are not commercially reasonable, then either Party may terminate this Agreement, and in such case Lawgix will provide a prorated refund to Customer for any prepaid fees received by Lawgix under this Agreement that correspond to the unused portion of the Term. Without limiting Lawgix's obligation to indemnify Customer as set forth in Section 9.1 (By Lawgix) above, the remedy set out in this Section 9.4 (Infringement Remedy) is Customer's sole and exclusive remedy for any actual or alleged infringement by Lawgix of any third-party intellectual property rights in the event that Customer is enjoined or otherwise prohibited from using any of the Lawgix Services or a portion thereof based on a Claim covered by Lawgix's indemnification obligations under Section 9.1 (By Lawgix).

10.   LIMITATIONS OF LIABILITY.

10.1   Exclusion of Damages. EXCEPT FOR THE PARTIES' OBLIGATIONS UNDER SECTION 9 (THIRD-PARTY CLAIMS)UNDER NO CIRCUMSTANCES, AND REGARDLESS OF THE NATURE OF THE CLAIM, SHALL EITHER PARTY (OR THEIR RESPECTIVE AFFILIATES) BE LIABLE TO THE OTHER PARTY FOR LOSS OF PROFITS, SALES OR BUSINESS, LOSS OF ANTICIPATED SAVINGS, LOSS OF USE OR CORRUPTION OF SOFTWARE, DATA OR INFORMATION, WORK STOPPAGE OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, COVER, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH LOSSES.

10.2   Limitation of Liability. EXCEPT FOR: (A) THE PARTIES' OBLIGATIONS UNDER SECTION 9 (THIRD-PARTY CLAIMS); (B) DAMAGES RESULTING FROM DEATH OR BODILY INJURY ARISING FROM EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; AND (C) Lawgix'S RIGHT TO COLLECT UNPAID FEES DUE HEREUNDER, TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY (OR THEIR RESPECTIVE AFFILIATES) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES

PROVIDED HEREUNDER WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR THE Lawgix SERVICE(S) GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS CUMULATIVE LIMIT. THE PARTIES FURTHER ACKNOWLEDGE THAT CUSTOMER MAY HAVE STATUTORY RIGHTS AGAINST Lawgix FRANCE SAS AND CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY AMOUNTS RECOVERED BY CUSTOMER AGAINST Lawgix FRANCE SAS PURSUANT TO SUCH RIGHTS SHALL BE AGGREGATED WITH ANY OTHER CLAIMS HEREUNDER FOR PURPOSES OF THE CAP ON DAMAGES SET FORTH ABOVE.

10.3   Independent Allocations of Risk. Each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of this Agreement between the Parties. This allocation is reflected in the pricing offered by Lawgix to Customer and is an essential element of the basis of the bargain between the Parties. Each of these provisions is severable and independent of all other provisions of this Agreement, and each of these provisions will apply even if the warranties in this Agreement have failed of their essential purpose.

11.   CONFIDENTIALITY.

11.1   Restricted Use and Nondisclosure. During and after the Term, Recipient will: (a) use the Confidential Information of the other Party solely for the purpose for which it is provided; (b) not disclose such Confidential Information to a third party, except on a need-to-know basis to its attorneys, auditors, consultants, and service providers who are under confidentiality obligations at least as restrictive as those contained herein; and (c) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature.

11.2   Required Disclosure. If Recipient is required by law to disclose Confidential Information of the other Party or the terms of this Agreement, Recipient will give prompt written notice to the other Party before making the disclosure, unless prohibited from doing so by the legal or administrative process, and cooperate with the disclosing Party to obtain where reasonably available an order protecting the Confidential Information from public disclosure.

11.3   Ownership. Recipient acknowledges that, as between the Parties, all Confidential Information it receives from the disclosing Party, including all copies thereof in Recipient's possession or control, in any media, is proprietary to and exclusively owned by the disclosing Party. Nothing in this Agreement grants Recipient any right, title or

interest in or to any of the disclosing Party's Confidential Information. Recipient's incorporation of the disclosing Party's Confidential Information into any of its own materials will not render Confidential Information non-confidential.

11.4   Remedies. Recipient acknowledges that any actual or threatened breach of this Section 11 (Confidentiality) may cause irreparable, non-monetary injury to the disclosing Party, the extent of which may be difficult to ascertain. Accordingly, the disclosing Party is entitled to (but not required to) seek injunctive relief in addition to all remedies available to the disclosing Party at law and/or in equity, to prevent or mitigate any breaches of this Agreement or damages that may otherwise result from those breaches. Absent written consent of the disclosing Party to the disclosure, the Recipient, in the case of a breach of this Section 11 (Confidentiality), has the burden of proving that the disclosing Party's Confidential Information is not, or is no longer, confidential or a trade secret and that the disclosure does not otherwise violate this Section 11 (Confidentiality).

12.   GOVERNING LAW AND VENUE.

12.1   The Parties agree to the following country-specific provisions for governing law and venue for all claims and disputes arising out of or relating to this Agreement. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the following laws based on the ship-to address of the Customer reflected on the Order Form.

(a)   European Union. This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including without limitation non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). The provisions of the U.N. Convention on Contracts for the International Sale of Goods are expressly excluded and do not apply to this Agreement.

(b)   Australia. This Agreement is governed by the laws of New South Wales, Australia, and both Customer and Lawgix agree to submit to the non-exclusive jurisdiction of the New South Wales courts. The provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods are expressly excluded and do not apply to this Agreement. Any legal action arising under this Agreement must be initiated within two years after the cause of action arises. Each Party hereby irrevocably waives, to the fullest extent permitted by law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

(c)   Singapore. This Agreement is governed by the laws of Singapore, and both Customer and Lawgix agree to submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore. The provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods are expressly excluded and do not apply to this Agreement. Any legal action arising under this Agreement must be initiated within two years after the cause of action arises.

(d)   For all other locations. This Agreement is governed by the laws of the State of California, U.S.A., without reference to its choice of law rules to the contrary. The Parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in San Francisco County, California, for the purposes of adjudicating any dispute arising out of this Agreement. To the extent permitted by law, choice of law rules, the United Nations Convention on Contracts for the International Sale of Goods, and the Uniform Computer Information Transactions Act as enacted shall not apply. Notwithstanding the foregoing, either Party may at any time seek and obtain appropriate legal or equitable relief in any court of competent jurisdiction for claims regarding such Party's intellectual property rights. Each Party hereby irrevocably waives, to the fullest extent permitted by law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

12.2   To the extent allowed by law, the English version of this Agreement is binding and other translations are for convenience only.

13.   GENERAL

13.1   Relationship. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Except as set forth in this Agreement, nothing in this Agreement, expressed or implied is intended to give rise to any third-party beneficiary.

13.2   Assignability. Neither Party may assign its rights or obligations under this Agreement without the other Party's prior written consent. Notwithstanding the foregoing, either Party may assign its rights and obligations under this Agreement to an Affiliate as part of a reorganization, or to a purchaser of its business entity or substantially all of its assets or business to which rights and obligations pertain without the other Party's consent, provided that: (a) the purchaser is not insolvent or otherwise unable to pay its debts as they become due; (b) the purchaser is not a competitor of the other Party; and (c) any assignee is bound hereby. Other than the foregoing, any attempt by either Party to transfer its rights or obligations under this Agreement will be void.

13.3   Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective only if it is in writing and sent using: (a) Lawgix Services; (b)

certified or registered mail; or (c) a nationally recognized overnight courier, to the appropriate Party at the address set forth on the Order Form, with a copy, in the case of Lawgix, to help@lawgixlaw.com. Each Party hereto expressly consents to service of process by registered mail. Either Party may change its address for receipt of notice by notice to the other Party through a notice provided in accordance with this Section 13.3 (Notices). Notices are deemed given upon receipt if delivered using Lawgix Services, two (2) business days following the date of mailing, or one (1) business day following delivery to a courier.

13.4   Force Majeure. In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond the reasonable control of the Party invoking this provision (including, without limitation, for causes due to war, fire, earthquake, flood, hurricane, riots, acts of God, telecommunications outage not caused by the obligated Party, or other similar causes) ("Force Majeure Event"), the affected Party's performance will be excused and the time for performance will be extended for the period of delay or inability to perform due to such occurrence; provided that the affected Party: (a) provides the other Party with prompt notice of the nature and expected duration of the Force Majeure Event; (b) uses commercially reasonable efforts to address and mitigate the cause and effect of such Force Majeure Event; (c) provides periodic notice of relevant developments; and (d) provides prompt notice of the end of such Force Majeure Event. Obligations to pay are excused only to the extent that payments are entirely prevented by the Force Majeure Event.

13.5   Export Control. Customer acknowledges that the Lawgix Services and any related products, information, Documentation, software, technology, technical data, and any derivatives thereof, that Lawgix makes available to Customer (collectively "Excluded Data") is subject to export control laws and regulations of the United States (including, but not limited to, the U.S. Export Administration Act and the sanctions regulations administered by the U.S. Department of the Treasury Office of Foreign Assets Control ("OFAC")) and other jurisdictions (collectively "Export Laws"). Customer represents and warrants that: (a) it is not located in, under the control of, or a national or resident of an embargoed country or territory or prohibited end user under Export Laws (including, without limitation, to any end user in a U.S. embargoed country or territory or an end user included on OFAC's listing of Specially Designated Nationals or the U.S. Commerce Department's Entity List or Denied Persons List); and (b) it will not access, download, use, export or re-export, directly or indirectly, the Excluded Data to any location, entity, government or person prohibited by Export Laws without first complying with all Export Laws that may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction it operates or does business. Customer

is solely responsible for complying with Export Laws for all Excluded Data and any of its content or Customer Data transmitted through the Lawgix Services.

13.6   Anti-Corruption. In connection with the services performed under this Agreement and Customer's use of Lawgix's products and services, the Parties agree to comply with all applicable anti-corruption and anti-bribery related laws, statutes, and regulations.

13.7   U.S. Government Rights. All Lawgix software (including Lawgix Services) is commercial computer software and all services are commercial items. "Commercial computer software" has the meaning set forth in Federal Acquisition Regulation ("FAR") 2.101 for civilian agency purchases and the Department of Defense ("DOD") FAR Supplement ("DFARS") 252.227-7014(a)(1) for defense agency purchases. If the software is licensed or the Lawgix Services are acquired by or on behalf of a civilian agency, Lawgix provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as required in FAR 12.212 (Computer Software) and FAR 12.211 (Technical Data) and their successors. If the software is licensed or the Lawgix Services are acquired by or on behalf of any agency within the DOD, Lawgix provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as specified in DFARS 227.7202-3 and its successors. Only if this is a DOD prime contract or DOD subcontract, the Government acquires additional rights in technical data as set forth in DFARS 252.227-7015. Except as otherwise set forth in an applicable Service Schedule, this Section 13.8 (U.S. Government Rights) is in lieu of, and supersedes, any other FAR, DFARS or other clause or provision that addresses U.S. Government rights in computer software or technical data.

13.8   Publicity. Neither Party shall refer to the identity of the other Party in promotional material, publications, or press releases or other forms of publicity relating to the Lawgix Service unless the prior written consent of the other Party has been obtained, provided, however, that Lawgix may use Customer's name and logo for the limited purpose of identifying Customer as a customer of the Lawgix Service.

13.9   Waiver. The waiver by either Party of any breach of any provision of this Agreement does not waive any other breach. The failure of any Party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such Party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

13.10   Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect.

13.11   Entire Agreement. This Agreement is the final, complete, and exclusive expression of the agreement between the Parties regarding the Lawgix Services provided under this Agreement. This Agreement supersedes and replaces, and the

Parties disclaim any reliance on, all previous oral and written communications (including any confidentiality agreements pertaining to the Lawgix Services under this Agreement), representations, proposals, understandings, undertakings, and negotiations with respect to the subject matter hereof and apply to the exclusion of any other terms that Customer seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing. This Agreement may be changed only by a written agreement signed by an authorized agent of both Parties. This Agreement will prevail over terms and conditions of any Customer-issued purchase order or other ordering documents, which will have no force and effect, even if Lawgix accepts or does not otherwise reject the purchase order or other ordering document.