



Subscription Services General Terms

Last Updated: September 15, 2024

This Agreement is between Aderant (as defined below) and the entity signing an Order Form that references these General Terms ("Client"). The "Agreement" consists of the terms and conditions set forth below ("General Terms" or "SaaS Agreement"), any ancillary documents (e.g., attachments, addenda, or exhibits) expressly referenced herein, and any Order Forms referencing these General Terms. The Parties agree to the General Terms by executing an Order Form referencing these General Terms. The Agreement is effective as of the "Effective Date" of the first Order Form (or similar document referencing or otherwise incorporating the General Terms) between Aderant and Client ("Effective Date"). Now, therefore, the Parties agree as follows:

1. Provision of Services.

1.1 Subscription Services. During the Subscription Term, Aderant will provide the Subscription Services subject to the terms and conditions of these General Terms and the applicable Order Form. Aderant authorizes Client to access and use the Subscription Services through its Authorized Users during the Subscription Term solely for Client's internal business purposes in accordance with the Agreement and Documentation.

1.2 Use Restrictions. Client will not, and will not permit any Authorized User or third party to: (a) sell, rent, lease, license, distribute, operate in a service bureau function, or otherwise permit third parties to access, use, or receive the Services or Documentation; (b) copy, modify, or create derivative works of Services or any part, feature, function, or user interface thereof; or reverse engineer, decompile, disassemble or otherwise seek to obtain the source code to any Service, except to the extent expressly permitted by applicable law (and then only upon advanced written notice to Aderant); (c) remove or obscure any proprietary notices contained in the Subscription Services or Documentation; (d) access or use Services in order to build a similar or competitive product or service; or (e) use Services in violation of the Agreement or Documentation.

1.3 Compliance. Aderant will provide the Services in accordance with its obligations under laws and government regulations applicable to Aderant's business generally, including those relating to data privacy and transfer, without regards to Client's particular use of the Services and subject to Client's use of the Services in accordance with the Agreement. Client will comply with all laws, government regulations, and any legal requirements applicable to its use of and access to the Services. Client is responsible for maintaining privacy and security measures for components provided or controlled by Client and for determining how Client will use the Services to comply with its legal and regulatory obligations.

1.4 Support Services. During the Subscription Term, Aderant will provide Client with Aderant's standard support services for the applicable Subscription Services in accordance with the Support Terms.

1.5 Professional Services. Client may purchase Professional Services from Aderant from time to time by entering into a Statement of Work with Aderant.

1.6 Documentation. Client will solely use Documentation to support its internal authorized use of the Subscription Services and only make that number of copies of Documentation as reasonably required to do so.

2. Use of Subscription Services.

2.1 Cooperation. Client will cooperate reasonably with Aderant to configure and implement the Subscription Services and provide Aderant necessary information and Client Data in the format requested by Aderant reasonably required for Aderant to provide the Services. Aderant's performance of Services may depend on Client's timely completion of its responsibilities and obligations under the Agreement.

2.2 User Accounts. Client will not permit any Authorized User's access credentials to the Subscription Services to be used by more than one individual. Client will not allow anyone other than Authorized Users to access or use the Subscription Services through Authorized User accounts. Client remains responsible for all Subscription

Services use through Authorized User accounts, regardless of the identity of the person making such use, and for each Authorized User's compliance with the Agreement.

2.3 Client Data. Client is responsible for obtaining any necessary rights or permissions for the use of Client Data by Client and Aderant as contemplated in this Agreement, and for the accuracy and content of Client Data.

2.4 Client Systems. Client is responsible for acquiring and maintaining its own internet and telecommunications connectivity, equipment, software, and other materials necessary for Client and Authorized Users to access the Subscription Services. Subscription Services may contain features designed to interoperate with Client Third Party Systems. Any purchase of or license to Client Third Party Systems, and Client's use of Client Third Party Systems, is solely between Client and the applicable Client Third Party System provider. Aderant is not responsible for the operation of any Client Third Party System or any failure of the Services to perform resulting from Client Third Party Systems.

2.5 Quantity Limits. Subscription Services are subject to the Quantity Limits set forth in the applicable Order Form. Aderant may review Client's use of the Subscription Services and generate usage reports from the Subscription Services as reasonably required to verify compliance with the Quantity Limits and Agreement. At Aderant's request, Client will furnish a certification signed by an authorized Client representative verifying Client's compliance with the Quantity Limits and Agreement. If a certification or usage report reveals Client has exceeded the Quantity Limits for a Service for the period reviewed, then Aderant will have the right to invoice Client at Aderant's then-current list price for the excess quantities, which will be payable in accordance with the Agreement.

2.6 Upgrades and Changes. Aderant will make Upgrades to the Subscription Services available to Client as Aderant makes the relevant Upgrade generally available to its customers receiving the applicable Subscription Service. Aderant may change the Subscription Services from time to time, but Aderant will not change their fundamental nature during the Current Subscription Term unless otherwise permitted herein. If implementing any Upgrade requires Client's reasonable participation or assistance, Client will provide such reasonable participation or assistance. If Aderant does not automatically apply an Upgrade and Client fails to timely implement or cooperate in the implementation of such Upgrade, then Aderant is not responsible for errors or degradation resulting therefrom and Aderant is not required to support the Subscription Service for which such Upgrades have not been applied.

3. Fees.

3.1 Fees. Client shall pay Fees in accordance with the applicable Order Form and General Terms. Unless otherwise expressly set forth in the relevant Order Form, Fees are payable in advance and Client will pay all Fees within thirty (30) days of Client's receipt of the applicable invoice. Except as expressly set forth in the Agreement, all Fees are non-cancellable, non-refundable, and not subject to setoff. Aderant will invoice Client for reasonable preapproved travel, out-of-pocket expenses, and third-party charges incurred on behalf of Client, including without limitation any fees or charges associated with using a Client-designated vendor registration or payment processing platform. Unless otherwise set forth in the applicable Order Form, Fees are subject to Aderant's standard annual increases.

3.2 Late Payments. If Client fails to pay any Fees by the applicable due date, Aderant will notify Client in writing (email acceptable) that such fees are past due and will use commercially reasonable efforts to escalate such past due fees to another Client employee. If Client has not paid the past due Fees in full within the fourteen (14) days following the date Aderant notifies Client in writing that such Fees are past due, then Aderant may suspend the associated Services. Without limiting Aderant's other rights or remedies, Aderant may apply late interest charges at the rate of one percent of the outstanding balance per month or the maximum rate permitted by law, whichever is lower, and Client shall pay any costs to collect the late payments provided that such collection costs are reasonable and customary for such amounts owed.

3.3 Disputed Fees. If Client disputes any portion of an invoice, Client will pay the undisputed portion of the invoice and provide Aderant with written notice and detail of the dispute no later than the due date. Aderant will not exercise its rights under Section 3.2 with respect to such disputed fees to the extent Client has timely disputed such amounts in good faith, paid the undisputed invoiced amounts, and is diligently cooperating in good faith with Aderant to resolve the payment dispute within thirty (30) days of the due date of the applicable invoice.

3.4 Taxes. Fees and other charges stated or referred to in the Agreement are exclusive of Taxes. Client is responsible for paying all Taxes imposed on the Services and any related interests and/or penalties resulting from

any payments made hereunder, other than any taxes based on Aderant's net income, property, or employees. If Aderant has the legal obligation to pay or collect Taxes for which Client is responsible, Aderant will invoice Client, and Client will pay that amount. All payments made by Client to Aderant will exclude any deductions or withholding. If deduction or withholding (including without limitation cross border withholding taxes) is required by law, Client will pay such additional amounts such that the net amount received by Aderant after such deduction or withholding will be equal to the full amount that Aderant would have received if no deduction or withholding had been required.

4. Confidentiality.

4.1 In connection with this Agreement, either Party ("Discloser") may from time to time disclose or make available Confidential Information to the other Party ("Receiver"). Receiver shall only use Confidential Information for the purposes of exercising its rights and fulfilling its obligations under the Agreement. Receiver shall not disclose Confidential Information without Discloser's prior written consent other than to Receiver's Representatives who need access to such Confidential Information and who are bound to obligations of confidentiality no less stringent than those herein. Receiver remains responsible for its Representatives' compliance with the confidentiality obligations under the Agreement. Receiver shall safeguard the Confidential Information from unauthorized use, access, and disclosure using at least the same degree of care as Receiver would use to protect its own similar information, but in no event less than a commercially reasonable degree of care. Confidential Information remains the exclusive property of Discloser.

4.2 If requested by Discloser, or upon the termination or expiration of the Agreement, Receiver will destroy or return all Confidential Information of Discloser in its possession, provided that Receiver may maintain a copy if required to meet its legal or regulatory obligations and may maintain archival copies stored in accordance with regular computer backup operations. To the extent that any portion of Confidential Information of Discloser remains in the possession of Receiver following expiration or termination of this Agreement, such retained Confidential Information remains subject to the confidentiality protections hereunder.

4.3 Receiver may disclose Confidential Information in response to a subpoena, court order, or similar operation of law provided that Receiver uses commercially reasonable efforts to provide prior written notice to Discloser if permitted by law to allow the Discloser to seek a protective order or similar protections, and only discloses the minimum amount of Confidential Information necessary. If Client requires Aderant's assistance in connection with third party legal proceedings related to Client Data, Aderant will cooperate with Client and comply with applicable law (both at Client's expense) with respect to handling of such Client Data.

5. Information Security and Data Privacy.

5.1 Personal Data. The Parties shall comply with the Data Processing Addendum in respect to Personal Data processed under the Agreement.

5.2 Data Security. During the Subscription Term, each Party will maintain reasonable administrative, physical, and technical safeguards for the protection of the security, confidentiality, and integrity of the other's data. Aderant's safeguards will include, but not be limited to, disaster recovery and business continuity procedures and measures designed to prevent unauthorized access to or disclosure of Client Data and employing applicable industry standard measures to protect the Subscription Services, in the form provided by Aderant to Client, against Malicious Code. Aderant safeguards are at least as rigorous as the measures described in the Aderant Technical and Organizational Measures schedule to the Data Processing Addendum. Aderant may modify such safeguards from time to time provided such modifications will not materially and adversely diminish the overall security of the Services.

5.3 Electronic Communications. Client remains responsible for the security of Client Third Party Systems and Client's network connectivity used to access the Subscription Services. Without limiting Aderant's obligations under Sections 4 (*Confidentiality*) or 5.1 (*Data Security*), Aderant is not responsible for any electronic communications or Client Data which are delayed, lost, altered, intercepted, or stored during the transmission of data across networks or systems not owned or operated by Aderant, including without limitation public telecommunication networks and Client Third Party Systems.

5.4 Security Restrictions. Client shall not, and shall not allow any Authorized User or third party to, use the Services in any manner that (a) could damage, disable, impair, interfere with the security of, negatively affect the functioning of, or their abuse the Subscription Services or the Aderant System; (b) alters, circumvents, or overrides

a device or mechanism implement to monitor access to or use of the Subscription Services; (c) knowingly introduces Malicious Code into the Aderant System; (d) attempts to probe, scan, or test the vulnerability of Aderant Systems or Subscription Services, breach security or authentication measures, or gain unauthorized access to the Aderant System, except as authorized by Aderant in writing; (e) generates, distributes, or publishes unsolicited bulk or unsolicited promotions, advertisements, or other solicitation (or spam), (f) mines, scrapes, or indexes Aderant data, or uses Aderant data or the Subscription Services to build, train, or configure any artificial intelligence or machine learning algorithm not provided by Aderant; or (g) exceeds industry-standard practices for utilizing internet-based services by overloading Aderant Systems with excessive pings or queries.

5.5 Suspension. Aderant may suspend Client's access to the Subscription Services and Authorized User accounts if (a) Aderant suspects any unauthorized access to, or use of the Subscription Services, Authorized User accounts, or the Aderant System, or otherwise determines suspension is necessary to avoid material threat of harm to the Aderant System or third parties; or (b) Aderant reasonably believes that Client's access or use of the Subscription Services violates any applicable law, rule, or regulation. Aderant will lift such suspension promptly when it determines the incident giving rise to the suspension has been resolved.

6. Proprietary Rights.

6.1 As between the Parties, Client owns and retains all right, title, and interest in and to Client Data and all Intellectual Property Rights therein. Client grants to Aderant a royalty-free, non-exclusive, non-transferrable (except under Section 11.2), worldwide, right to use Client Data during the Subscription Term solely to provide the Services in accordance with the Agreement. Aderant may use, host, store, backup, transmit, and display Client Data as required to provide the Services under this Agreement and to improve the Services as long as neither Client, Authorized Users, or any other person are publicly disclosed or identified.

6.2 Aderant or its suppliers own and retain all right, title, and interest in Aderant Property and all Intellectual Property Rights in and to the foregoing. Aderant or its licensors reserve all rights not expressly granted under the Agreement.

6.3 Aderant may collect and analyze Usage Data to provide and improve the Subscription Services. Aderant may use Usage Data for its legitimate business purposes, including product improvement, improving resource and support allocation, capacity, performance, and response time, benchmarking, or other internal legally permissible purposes, provided that Aderant does not specifically identify Client (or disclose data in a manner that Client, Authorized Users, or other persons could subsequently be identified) or disclose any personally identifiable information or Confidential Information in the course of collecting or using such information.

6.4 Client in its sole discretion may provide Aderant with feedback or comments regarding the Services. Aderant may use such feedback or comments for any purpose without compensation to Client provided such use does not violate Section 4 (*Confidentiality*), and Client is not responsible for Aderant's use of any such feedback or comments.

7. Term and Termination.

7.1 Term. The term of the Agreement begins on the Effective Date and remains in effect until the expiration or termination of all Order Forms. The initial subscription term of the relevant Subscription Services is set forth in the applicable Order Form ("Initial Subscription Term"). Unless otherwise set forth in the applicable Order Form, following its Initial Subscription Term, each Subscription Service shall automatically renew for successive twelve (12) months periods (each, a "Renewal Subscription Term", and any Renewal Subscription Terms together with the Initial Subscription Term, the "Subscription Term") unless either Party provides the other Party written notice of non-renewal at least sixty days prior to the expiration of the Current Subscription Term. Aderant may change Fees for Services with effect from the start of any Renewal Subscription Term by giving Client written notice at least sixty days written notice thereof. Aderant may, upon reasonable notice, terminate all or part of the Agreement in relation to a Service which is being discontinued.

7.2 Termination.

7.2.1 In the event of a Party's material breach of the Agreement or any Order Form, the non-breaching Party may terminate the applicable Order Form to which such breach relates by giving forty-five (45) days' prior written notice to the breaching Party specifying the nature of such breach, if such breach has not been cured within such forty-five day period.

7.2.2 Either Party may terminate the Agreement upon written notice to the other Party (a) upon the institution by or against the other Party of insolvency, receivership, or bankruptcy proceedings, (b) upon the other Party's making an assessment for the benefit of creditors, or (c) upon the other Party's dissolution or ceasing to do business.

7.2.3 Without limiting any other rights or remedies, Aderant may terminate this Agreement or the applicable Order Form if Client fails to timely pay Fees when due and Client fails to cure such non-payment within thirty (30) days following notice that such Fees are past due.

7.2.4 Upon termination or expiration of the relevant Order Form or this Agreement, Client's access to the associated Subscription Services provided thereunder will cease. If Aderant terminates an Order Form pursuant to Section 7.2, all Fees under the terminated Order Form that would have become payable had the terminated Order Form remained in effect until expiration of the Current Subscription Term will become immediately due, and Client shall pay such Fees together with previously accrued but not yet paid Fees on receipt of Aderant's invoice therefor.

7.3 Data Retrieval. During the Subscription Term, Client may access Client Data within the Subscription Services and retrieve, export, or prepare reports of Client Data in accordance with the Documentation. Additional Professional Services to assist Client with extracting or converting Client Data during the Subscription Term may be provided pursuant mutually agreed Statements of Work. Within the twenty-five (25) days following the expiration or termination of the Subscription Term, Client may request Aderant's assistance to provide for Client, at Aderant's then-current Professional Services rates, one copy of Client Data in Aderant's standard machine-readable format as may be maintained by Aderant from time to time in accordance with Aderant's procedures and retention schedules. Aderant will have no obligation to maintain or provide any Client Data following such twenty-five day period.

8. Indemnification

8.1 Aderant Indemnity. Aderant will defend Client against any Third Party Claim brought against Client relating to infringement or misappropriation by the Subscription Services of any third party's U.S. Intellectual Property Right, and shall indemnify client against all damages and costs awarded against Client by a court of competent jurisdiction, and any settlements entered into by Aderant, to the extent based on such a Third Party Claim and subject to Section 8.3. Aderant will have no obligation under this Section 8 to the extent the Third Party Claim arises out of or results from (a) any instruction, information, design, or content provided by Client to Aderant, (b) any change or enhancement in, or use of the Subscription Services by Client or a third party on Client's behalf other than at the direction of, or as approved in writing by, Aderant, or (c) use of the Subscription Services other than in accordance with the Agreement. If the Subscription Services or any part thereof become, or in the opinion of Aderant are likely to become, the subject of a Third Party Claim of infringement or misappropriation, then Aderant may, at its option, (x) procure for Client the right to use such Subscription Services free from claims of infringement, (y) replace or modify the Subscription Services to make them non-infringing without materially reducing the functionality of such Services, or (z) if neither (x) or (y) are practical, terminate the applicable Subscription Services and refund to Client any prepaid, unused subscription fees for the terminated Subscription Services not performed or provided by Aderant as of the date of termination. This Section 8.1 sets forth Client's sole remedy and Aderant's sole liability and obligation for any actual, threatened, or alleged claims that the Services or any subject matter of this Agreement infringe, misappropriate, or otherwise violate any third party Intellectual Property Right.

8.2 Client Indemnity. Client shall defend Aderant against any Third Party Claim alleging a violation of a third party's rights arising from Client's provision of Client Data or Aderant's use of Client Data as contemplated by the Agreement, and shall indemnify Aderant against all damages and costs awarded against Aderant by a court of competent jurisdiction and any settlements entered into by Client to the extent based on such a Third Party Claim and subject to Section 8.3.

8.3 Indemnification Procedure. The indemnities set forth in this Agreement are conditioned on the following: the party seeking indemnification ("Indemnitee") (a) promptly notifies the indemnifying Party ("Indemnitor") of any matters in respect of which it seeks to be indemnified (provided Indemnitee's failure to promptly give notice to Indemnitor shall affect Indemnitor's indemnification obligations only to the extent Indemnitor's rights are materially prejudiced by such failure); (b) gives Indemnitor full cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof (provided Indemnitor shall not

agree to any settlement which imposes financial obligations or restrictions on Indemnitee, constitutes an admission of guilt or wrongdoing by Indemnitee, or does not completely release Indemnitee with respect thereto, unless Indemnitee provides prior written consent to such settlement); and (c) makes no admission or settlement regarding such claim without the prior written consent of Indemnitor, which shall not be unreasonably withheld.

9. Warranties.

9.1 Aderant warrants to Client that (a) the Subscription Services will substantially perform the functions set forth in the Documentation when used in accordance with the Agreement and the Documentation; (b) Professional Services will be provided in a professional and workmanlike manner pursuant to the applicable Statement of Work; and (c) it will use industry standard measures designed to prevent Malicious Code from being released in the Subscription Services. These warranties will not apply where the breach arises or results from Client's failure to use the applicable Services in accordance with the Agreement and Documentation; the fault of Client or Client Third Party Systems; or Client's unauthorized modification of the Services.

9.2 If Client notifies Aderant of any failure of the applicable Services to materially conform with the warranties set forth in Section 9.1, Aderant will, at its option and expense, (a) repair, (b) replace or reperform, or (c) if unable to repair, replace, or reperform, terminate the nonconforming Services and provide a refund of any prepaid unused subscription fees for such terminated Subscription Services (or in the case of Professional Services, a refund of prepaid fees for the terminated Professional Services not performed as of the date of termination). This remedy is conditioned upon Client providing sufficient information necessary to assist Aderant in identifying, recreating, and resolving the nonconformance and notifying Aderant of such nonconformance without undue delay (which with respect to Professional Services shall be within thirty (30) days of Aderant's delivery of the applicable Professional Services). The remedies in this Section 9.2 are Client's sole and exclusive remedies, and Aderant's sole and exclusive liability, under the warranties in Section 9.1.

9.3 TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, ADERANT DISCLAIMS AND EXCLUDES ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, OR OTHER TERMS, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OR OTHER TERMS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. ADERANT DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT ALL SERVICE DEFECTS WILL BE CORRECTED. IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT DATA, CLIENT'S SOLE AND EXCLUSIVE REMEDY IS FOR ADERANT TO USE COMMERCIALY REASONABLE ENDEAVORS TO RESTORE THE LOST OR DAMAGED CLIENT DATA FROM THE LATEST BACK-UP OF SUCH CLIENT DATA MAINTAINED BY ADERANT IN ACCORDANCE WITH ITS ARCHIVING PROCEDURE. ADERANT DOES NOT PROVIDE FINANCIAL, ACCOUNTING, LEGAL, OR COMPLIANCE ADVICE. CLIENT REMAINS RESPONSIBLE FOR REVIEWING THE CONTENT AND ACCURACY OF OUTPUT FROM THE SERVICES AND FOR CLIENT'S AND AUTHORIZED USERS' INSTRUCTIONS AND DECISIONS MADE IN CONNECTION WITH THE SERVICES.

10. Limitation of Remedies and Damages.

10.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING LOSS OF REVENUE, PROFITS, DATA, REPUTATION, USE, OR COST OF COVER) ARISING OUT OF OR RELATING TO THE AGREEMENT, WHETHER ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, OR BASED IN TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF SUCH PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 Subject to Sections 10.3 and 10.4, each Party's total liability to the other Party for all claims in the aggregate for damages or liability of any type arising out of or relating to this Agreement shall not exceed the amounts paid or payable to Aderant in the prior twelve months under the applicable Order Form to which such liability relates ("Ordinary Cap").

10.3 With respect to Data Protection Claims, each Party's total liability to the other Party for all claims in the aggregate for damages or liability of any type shall not exceed two times (2x) the amount paid or payable to Aderant in the prior twelve months under the applicable Order Form to which such liability relates ("Elevated Cap").

10.4 The limitations in Sections 10.2 and 10.3 do not apply to (a) indemnification obligations under Section 8; (b) liability for gross negligence, willful misconduct, or fraud; and (c) Client's payment obligations and breaches of Section 1.2 (*Use Restrictions*) or 2.5 (*Quantity Limits*).

10.5 This Section 10 shall apply regardless of the form of action, whether in contract, tort (including negligence), statute, strict liability, or other theory and will apply even if any limited remedy specified in this Agreement is found to have failed its essential purpose. In no event shall either Party (or its respective Affiliates) be liable for the same event under both the Ordinary Cap and the Elevated Cap. If a Party has one or more claims subject to the Ordinary Cap and the Elevated Cap, the maximum total liability of the other Party for all such claims in the aggregate shall not exceed the Elevated Cap. Nothing in the Agreement shall limit or exclude liability that cannot be limited or excluded by law. Each party shall use reasonable efforts to mitigate potential damages or adverse consequences arising from or relating to the Services.

11. General.

11.1 Relationship of the Parties. The Parties are independent contractors. No agency, partnership, joint venture, or employment is created as a result of the Agreement, and neither Party has any authority of any kind to bind the other Party in any respect whatsoever.

11.2 Assignment. Neither Party may assign this Agreement (or any part thereof), whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety (including all Order Forms), without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets or voting securities. Notwithstanding the foregoing, if a Party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other Party, then such other Party may terminate this Agreement upon written notice. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

11.3 Nonexclusive Remedies. Except where an exclusive remedy is specified in the Agreement, exercise of any remedy under the Agreement, including termination, will be without prejudice to any other remedies it may have under the Agreement, by law, or otherwise.

11.4 Dispute Resolution. Each Party agrees that before it seeks any form of legal relief (except for a provisional remedy expressly set forth below), it will provide written notice to the other Party of the specific issue in dispute. Within thirty days of such notice, knowledgeable executives of the Parties will hold at least one meeting (in person or remotely by teleconference or videoconference) to attempt in good faith to resolve the dispute. The dispute resolution procedures in this Section 11.4 will not apply to claims subject to indemnification under Section 8 (Indemnification) or prior to a Party seeking a provisional remedy related to claims of misappropriation or ownership of intellectual property, trade secrets, or Confidential Information.

11.5 Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including without limitation Sections 3, 4, 6, 7.3, 9.3, 10, and 11.

11.6 No Third Party Beneficiaries. The provisions of this Agreement are solely for the benefit of the Parties, and not for the benefit of any other person, persons, or legal entities.

11.7 Non-Solicit. During the term of the Agreement and for one year thereafter, Client will not employ, seek to employ, or otherwise entice away any Key Aderant Employee. A "Key Aderant Employee" is an Aderant employee that Aderant assigned to provide Services to Client who has had material communication (written or verbal) with Client in connection with the Services during the prior twelve months. This Section will not prohibit Client from employing or seeking to employ a Key Aderant Employee that responds to a generally or widely distributed method to solicit or hire employees, such as posting a general advertisement for hire, so long as such method is not focused on Key Aderant Employees.

11.8 Code of Conduct; Anti-Corruption. Aderant is committed to conducting business fairly, impartially, and in an ethical manner. Aderant follows the Roper Technologies Code of Ethics and Standards of Conduct available at <https://www.ropertech.com/code-of-ethics>. If Client becomes aware of or suspects inappropriate, unethical, illegal, or other behavior inconsistent with the Roper Technologies Code of Ethics and Standards of Conduct of Aderant or its employees, staff, or consultants, Client may report such behavior through <https://roper.ethicspoint.com> or +1 (888) 227-3565. Aderant has not and will not make any payments or gifts or any offers or promises of payments or gifts to any official of any government or agency or instrumentality thereof

in connection with this Agreement, and Aderant will comply in all respects with the Foreign Corrupt Practices Act, UK Bribery Act 2010, or any similar local laws.

11.9 Export and Economic Sanctions Compliance. Each Party covenants that it is neither on any U.S. government list of prohibited or restricted parties nor owned or controlled by any such parties. Client will not access or use the Services in any manner that would cause any Party to violate any U.S. or international embargos, economic sanctions, or export control laws or regulations.

11.10 Subcontractors. Aderant may use subcontractors in the performance of certain obligations under this Agreement. Aderant remains responsible for the performance, acts, and omissions of its subcontractors in the performance of the Services to the same extent as if performed by Aderant.

11.11 Aderant Contracting Entity, Notices, Governing Law, and Venue. The Aderant entity entering into the Agreement, the address to direct notices to Aderant under this Agreement, the governing laws that will apply in any dispute or lawsuit arising out of or in connection with the Agreement, and the courts with jurisdiction over such dispute or lawsuit, depend on where Client is domiciled as set forth in the applicable Order Form according to the table below. If an Order Form specifies a different Aderant contracting entity than would otherwise apply based on Client's domicile, then Aderant shall mean the Aderant entity specified in the Order Form, and the applicable governing law, exclusive jurisdiction, and notice addresses in the table below based on the Aderant entity specified in such Order Form shall apply.

If Client is domiciled in:	Aderant Entity entering into this Agreement is:	Governing Law is:	Locations of Courts with exclusive jurisdiction are:	Notices should be addressed to:
United States	Aderant North America, Inc.	The laws of the State of New York and controlling U.S. federal law	Atlanta, Georgia, U.S.A.	500 Northridge Road, Suite 800, Atlanta, Georgia 30350, USA, Attn: Legal Department with a copy Attn: Chief Revenue Officer
Canada	Aderant North America, Inc.	The laws of Ontario and controlling Canadian federal laws	Toronto, Ontario, Canada	500 Northridge Road, Suite 800, Atlanta, Georgia 30350, USA, Attn: Legal Department with a copy Attn: Chief Revenue Officer
United Kingdom, Europe (Excluding Netherlands), India, Africa, or Middle East	Aderant Legal (UK) LTD	The laws of England and Wales	London, United Kingdom	8 Lloyd's Avenue, London EC3N 3EL, UK, Attn: Legal Department
Netherlands	Hansco Automatisering B.V.	The laws of England and Wales	London, United Kingdom	Gustav Mahlerplein 2, 1082 MA Amsterdam, Netherlands, Attn: Legal Department
Australia, Japan, Australia, Singapore, or one of the ASEAN member states	Aderant Legal Holdings (AUS) Pty Ltd	The laws of New South Wales	Sydney, Australia	Level 5, 112 Castlereagh Street, Sydney NSW 2000, Australia, Attn: Legal Department
New Zealand	Aderant Legal Holdings (NZ) ULC	The laws of New Zealand	Auckland, New Zealand	Level 1, 5-7 Corinthian Drive, Albany, Auckland, New Zealand, Attn: Legal Department
All other locations	Aderant North America, Inc.	The laws of the State of New York and controlling US federal law	Atlanta, Georgia, USA.	500 Northridge Road, Suite 800, Atlanta, Georgia 30350, USA, Attn: Legal Department with a copy Attn: Chief Revenue Officer.

11.12 Agreement to Governing Law and Jurisdiction. Each Party agrees to the applicable governing law set forth in the table above without regards to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts set forth in the table above. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement. To the extent available under applicable law, each Party expressly waives any right to jury trial in connection with any action or litigation arising out of or relating to the Agreement.

11.13 Notice. Except as otherwise specified in the Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after posting with an internationally recognized courier, or (c) except for notices of termination or an indemnifiable claim ("Legal Notices"), which must be clearly identified as Legal Notices, the day of sending by email. Notices to Aderant are to be addressed to the Aderant address set forth in the table above, with a copy by email to Aderant at legalnotices@aderant.com. Billing related notices to Client will be addressed to the relevant billing contact designated by Client. All other notices to Client will be addressed to the relevant Client contact set forth in the Order Form. Either Party may change its location for notice under the Agreement by giving notice thereof to the other Party.

11.14 Client List Reference. Neither Party will refer to the identity of the other Party in any marketing materials, publications, or press releases, or on its website, unless the prior written consent of the other Party has been obtained; provided, however, that Aderant may use Client's name and/or logo for the limited purpose of identifying Client as a customer of the Services.

11.15 Force Majeure. No Party will be liable or responsible to the other Party, nor have been deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from a Force Majeure Event. The Party suffering a Force Majeure Event shall use reasonable efforts to mitigate against the effects of such Force Majeure Event. For avoidance of doubt, a Force Majeure Event does not limit Client's obligation to pay Fees duly owed to Aderant.

11.16 Construction and Interpretation. As used in this Agreement, unless the context clearly and unmistakably requires otherwise, "will" means "has a duty to" or "is required to," "include" means "include without limitation," and words importing the singular include the plural and vice versa. To the maximum extent permitted by applicable law, the Parties waive the benefit of any statute, law, or rule providing that in cases of uncertainty, contract language should be interpreted most strongly against the Party who caused the uncertainty to exist. The headings and titles to the articles and sections of this Agreement are inserted for convenience only and will not be deemed a part of or affect the construction or interpretation of any provision of this Agreement. Regardless of any language into which this Agreement may be translated, the official, controlling, and governing version of this Agreement shall be exclusively the English language version.

11.17 Insurance. Aderant will maintain during the Subscription Term commercial general liability insurance with limits of no less than \$1,000,000 USD per occurrence and \$2,000,000 USD in the aggregate, automobile liability insurance with limits of no less than \$1,000,000 USD combined single limit coverage, Professional Liability (including errors & omissions coverage and cyber liability coverage) of \$2,000,000 USD each claim and in the aggregate, and statutory Worker's Compensation insurance.

11.18 Amendments; Waivers. Unless expressly stated otherwise in this Agreement, no supplement, modification, or amendment of this Agreement will be binding, unless executed in writing by a duly authorized representative of each Party to this Agreement. No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right.

11.19 Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that provision will be limited to the minimum extent necessary so that this Agreement will otherwise remain in effect.

11.20 Execution. The Agreement may be executed in any number of counterparts, each of which will be an original and all of which will constitute together but one document. The Parties will be bound by signatures made by hand or electronic means, which may be transmitted to the other Party by mail, hand delivery, email and/or any electronic method and will have the same binding effect as any original ink signature.

11.21 Entire Agreement. This Agreement comprises the entire agreement between Aderant and Client with respect to its subject matter and supersedes all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between the Parties regarding the subject matter contained herein. Each Party agrees that it has not relied on any representations that are not expressly set forth in the Agreement.

11.22 Order of Precedence. In the event of any conflict or inconsistency between this Agreement and an Order Form, the Order Form will prevail to the extent of any such conflict. No provision of any purchase order, vendor portal or other term proposed by Client will add to or supersede the terms and conditions of this Agreement, and

any such document relating to this Agreement will be for administrative purposes only and will have no legal effect.

12. Definitions.

In addition to the capitalized terms defined above, the following capitalized terms have the following meanings under the Agreement:

12.1 "Aderant" means the applicable Aderant entity set forth in Section 11.11 above (*Aderant Contracting Entity, Notices, Governing Law, and Venue*).

12.2 "Aderant System" means any equipment, underlying technology, system, or software that Aderant uses to host or provide the Subscription Services.

12.3 "Aderant Property" means the Services, Documentation, Aderant System, Usage Data, Aderant proprietary information, any related and underlying technology and documentation in any Service, and any derivative works, modifications, or improvements of any of the foregoing, including without limitation any thereof embedded in or included with output of the Services.

12.4 "Affiliate" means, with respect to a party, an entity that, directly or indirectly, owns or controls, is owned or is controlled by, or is under common ownership or control with such party. As used in this definition, "control" means the power to direct the management or affairs of an entity, and "ownership" means the beneficial ownership of more than fifty percent (50%) of the voting equity securities or other equivalent voting interests of an entity.

12.5 "Authorized User" means an employee, partner, or staff member of Client (or other natural person expressly approved by Aderant in writing to be an Authorized User) designated and granted access to the Subscription Services by or on behalf of Client.

12.6 "Client Data" means any electronic data and information provided or submitted or otherwise inputted by Client or Authorized Users into the Subscription Services or collected and processed by or for Client in the course of using the Subscription Services.

12.7 "Client Third Party Systems" means any web-based or offline software application, platform, hardware, telecommunication networks, or equipment provided or operated by Client or a third party that Client uses together with or in connection with the Services.

12.8 "Confidential Information" means (a) Client Data, (b) business or technical information of a confidential or proprietary nature (including trade secrets and information of commercial value), including without limitation the Services, pricing, software, benchmarking or comparative analyses involving the Services, software code, and underlying technical or business information, marketing plans, business opportunities, personnel, research, development or know-how and other significant and valuable business that would be considered to be trade secrets under applicable law, that is marked as "confidential" or "proprietary" or that a Receiver knows or should reasonably know is confidential or proprietary; and (c) the terms, conditions, and pricing of the Agreement (but not its existence or parties). Without limiting the foregoing, Client Data remains the Confidential Information of Client, and Usage Data and all non-public information regarding the Services remains the Confidential Information of Aderant. Confidential Information does not include any information that, without Receiver's breach of an obligation owed to Discloser, (w) is or becomes generally known to the public or was known to Receiver prior to disclosure by Discloser, (x) was independently developed by Receiver without reliance on the Discloser's Confidential Information, (y) is received by Receiver from a third party, or (z) Discloser has expressly indicated as not confidential.

12.9 "Current Subscription Term" means the then-current Initial Subscription Term or Renewal Subscription Term, as applicable.

12.10 "Data Processing Addendum" means the Data Processing Addendum for Aderant's processing of client data made available on <http://legal.aderant.com> at the following URL: <http://legal.aderant.com/#dpa>.

12.11 "Data Protection Claims" means any claims resulting from (a) a Party's breach of Section 4.1 (*Confidentiality*), or (b) Aderant's breach of 5.1 (*Data Privacy*) or the Data Processing Addendum where such breach results in the unauthorized disclosure of Client Data.

12.12 "Documentation" means Aderant's technical documentation and usage guides for the applicable Service that Aderant makes generally available to its customers on the Support Portal, as may be updated by Aderant from time to time.

12.13 "Fees" means fees and charges payable by Client to Aderant under the Agreement, including without limitation under any Order Form or SOW.

12.14 "Force Majeure Event" means any act beyond the affected Party's reasonable control, including without limitation strikes, industrial disputes, failure of a utility service or transport network, acts of God, war, natural disasters, riot, civil commotion, malicious damage, act of terror, internet service provider failure or delay, denial of service attack, fire, flood, or storm.

12.15 "Intellectual Property Rights" means rights in patents, utility models, trademarks, service marks, trade names, other trade-identifying symbols and inventions, copyrights, design rights, database rights, rights in know-how, trade secrets and any other intellectual property rights, anywhere in the world, whether registered or unregistered, and including applications for the grant of any such rights.

12.16 "Malicious Code" means code, files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

12.17 "Order Form" means the Aderant ordering document (and/or SOW or change order, as applicable) specifying the Services to be provided hereunder that is entered into between the Parties that references these General Terms and is signed by Aderant and Client, including any addenda and supplements thereto or incorporated therein.

12.18 "Party" means Aderant or Client individually, and "Parties" means Aderant and Client collectively.

12.19 "Personal Data" means any information relating to a natural person who can be identified, directly or indirectly.

12.20 "Professional Services" means consulting, configuration, implementation, training, or other professional services provided by Aderant to Client under an Order Form or SOW.

12.21 "Quantity Limits" means the applicable usage limits, permitted quantities, or other Client metric limitation for the applicable Subscription Service set forth in the relevant Order Form or Documentation. Permitted Metrics may be based on usage limits (e.g., by number of users, transactions processed, or storage used for a Service), enterprise size limits (e.g., number of Client fee earners or attorneys), or any other metric.

12.22 "Representatives" means, with respect to a party, that party's and its Affiliates' employees, officers, directors, consultants, agents, independent contractors, service providers, subcontractors, and legal advisors.

12.23 "SaaS Service" has the same meaning as Subscription Service.

12.24 "Services" means collectively, the Subscription Services, Support Services, and Professional Services.

12.25 "SOW" or "Statement of Work" means a statement of work for the provision of Professional Services signed by both Parties and that references these General Terms.

12.26 "Subscription Service" means the software-as-a-service offering hosted by or on behalf of Aderant and ordered by or for Client as set forth in an Order Form.

12.27 "Subscription Term" has the meaning set forth in Section 7.1.

12.28 "Support Portal" means Aderant's designated website for reporting and monitoring Support Services cases and accessing Documentation. As of the Effective Date, the URL of the Support Portal is <http://www.myaderant.com>.

12.29 "Support Services" means Aderant's standard error correction, issue resolution, and help desk support for the applicable Subscription Service that Aderant provides to its customers receiving the applicable Subscription Services at no additional charge beyond the associated recurring Fees for such Subscription Service.

12.30 "Support Terms" means Aderant's then-current support handbook for the applicable Subscription Service that Aderant makes generally available to its customers receiving such Subscription Service.

12.31 "Taxes" means any tax, duty, levy, tariff or other government charges. With respect to Client, (a) Taxes may include without limitation sales, use, gross receipts, value added, GST, personal property taxes, excise, consumption, and other similar taxes or duties, and (b) Taxes exclude taxes assessed against Aderant based on Aderant's income, property, and employees.

12.32 "Third Party Claim" means a claim, demand, suit, or action by a person that is not a Party or its Affiliates or a Representative of the foregoing.

12.33 "Upgrades" means updates, bug fixes, design changes and such other ordinary course improvements to the relevant Subscription Service that Aderant generally available at no additional cost to Aderant's customers receiving the same such Subscription Service.

12.34 "Usage Data" means platform level data not specific to Client that is generated from the usage, configuration, deployment, access, or performance of the Subscription Services. Usage Data may include platform level statistical usage, analytics, benchmarking, performance, qualitative, and other data derived from the operation of Services across the Aderant platform, product line, user base, transaction type, or customer segments.