

VPD CONSULTING SERVICES TERMS

These VPD Consulting Services Terms ("*Consulting Terms*") govern the provision of consulting and advisory services by Aderant through its Virtual Pricing Director and related pricing advisory practice ("*VPD Consulting Services*"). These Consulting Terms are incorporated by reference into, and form part of, each Statement of Work that references them. Each Statement of Work together with these Consulting Terms constitutes the "*Agreement*." If there is a conflict, the applicable Statement of Work ("*SOW*") controls. The entity entering into a Statement of Work referencing these Consulting Terms is referred to as "*Client*", and "*Aderant*" means the Aderant entity identified in the applicable SOW pursuant to Section 11.1.

1. Provision of Consulting Services.

1.1 Consulting Services. Aderant will provide professional advisory, consulting, training, and related services as expressly described in one or more written Statements of Work executed by the parties (the "*Consulting Services*"). Consulting Services may include pricing briefings, masterclasses, workshops, coaching sessions, analysis, recommendations, and related materials. Unless expressly stated otherwise in a SOW, Consulting Services are advisory in nature and do not include implementation or execution by Aderant.

1.2 Advisory Capacity. Consulting Services are provided solely in an advisory and educational capacity. Aderant does not provide legal, accounting, tax, regulatory, or compliance advice, and Client has not relied on, and agrees not to rely on, the Consulting Services as legal, accounting, tax, regulatory, or compliance advice. Client retains sole responsibility for all decisions, actions, and implementation arising from or relating to the Consulting Services, and outcomes depend on factors beyond Aderant's control, including Client judgment, market conditions, and execution. Aderant does not guarantee outcomes, financial results, or performance improvements.

2. Statements of Work; Changes.

2.1 Statements of Work. Each SOW will describe the applicable Consulting Services, fees, delivery format, dependencies, and timing. Each SOW constitutes a separate engagement governed by these Consulting Terms. Each SOW constitutes a separate engagement, and termination of one SOW does not terminate any other SOW unless expressly stated.

2.2 Changes. Any material change to scope, timing, or fees must be agreed in writing by the parties, whether through an amended SOW or a written change order.

3. Client Responsibilities. Client will: (a) designate a primary contact with authority to make decisions; (b) provide timely access to information, personnel, and materials reasonably required for the Consulting Services; (c) ensure appropriate participation by Client stakeholders; and (d) provide accurate and complete information. Aderant is not responsible for delays, impacts, or deficiencies caused by Client's failure to meet these responsibilities.

4. Deliverables and Acceptance.

4.1 Deliverables. "*Deliverables*" means any materials expressly identified as deliverables in a SOW, including presentations, reports, analyses, or training materials.

4.2 Acceptance. Live classes, workshops, briefings, and training sessions are deemed accepted when delivered. For document-type Deliverables, Client will have five (5) business days after delivery to notify Aderant in writing of any material non-conformity with the applicable SOW. Absent timely notice, the Deliverable is deemed accepted. Aderant will use commercially reasonable efforts to address any properly noticed non-conformity. This Section states Client's sole remedy with respect to Deliverables.

5. Fees, Expenses, and Payment.

5.1 Fees. Fees are as set forth in the applicable SOW.

5.2 Expenses. Unless otherwise stated in the SOW, Client will reimburse reasonable, pre-approved travel and lodging expenses incurred in connection with the Consulting Services. Expenses may include non-cancellable or non-refundable costs incurred or committed by Aderant in reasonable reliance on the applicable SOW, including travel and lodging already booked.

5.3 Invoicing and Payment. Unless otherwise stated in the SOW, fees are invoiced as specified and payable net thirty (30) days from invoice date. Undisputed amounts not paid when due may accrue interest at 1.5 percent per month or the maximum rate permitted by law, whichever is less.

5.4 Suspension. Aderant may suspend Consulting Services upon written notice if undisputed amounts remain unpaid ten (10) business days after notice of non-payment.

6. Intellectual Property.

6.1 Aderant IP. "Aderant IP" means all methodologies, frameworks, models, tools, templates, training content, processes, know-how, benchmarks, and intellectual property developed by or on behalf of Aderant before, during, or independently of the Consulting Services.

As between the parties, Aderant retains all right, title, and interest in Aderant IP and all Deliverables.

6.2 License to Client. Subject to full payment of all fees, Aderant grants Client a non-exclusive, non-transferable, worldwide license to use the Deliverables solely for Client's internal business and training purposes. Client will not sell, publish, distribute, sublicense, or use Deliverables to provide services to third parties, or create derivative works of Aderant IP, except as expressly permitted in writing.

6.3 Client Materials. Client retains ownership of materials provided by Client and grants Aderant a limited right to use such materials solely to perform the Consulting Services.

7. Confidentiality.

7.1 Confidential Information. "*Confidential Information*" means any non-public information disclosed by or on behalf of one party ("*Discloser*") to the other party ("*Recipient*") in connection with the Agreement that is designated as confidential or that a reasonable person should understand to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation: (a) Client business information, pricing information, matter information, internal strategies, and other information disclosed in connection with the Consulting Services; (b) Aderant methodologies, analyses, benchmarks, frameworks, Deliverables, and non-public business or technical information; and (c) the terms, pricing, and existence of the Agreement (excluding the identity of the parties). Confidential Information does not include information that the Recipient can demonstrate: (i) is or becomes publicly available without breach; (ii) was lawfully known prior to disclosure; (iii) was independently developed without use of the Confidential Information; or (iv) was lawfully received from a third party without restriction.

7.2 Use and Protection. Recipient will: (a) use Confidential Information solely to perform under the Agreement; (b) protect Confidential Information using at least the same degree of care it uses to protect its own similar information, and in no event less than a commercially reasonable standard of care; and (c) disclose Confidential Information only to its employees, partners, affiliates, and professional advisers (collectively, "*Representatives*") who have a need to know and who are bound by confidentiality obligations no less protective than those set forth herein.

7.3 Professional Knowledge. Nothing in the Agreement restricts either party from using general knowledge, skills, experience, or ideas retained in the unaided memory of its personnel, provided that Confidential Information is not disclosed or used in violation of the Agreement.

7.4 Compelled Disclosure. Recipient may disclose Confidential Information to the extent required by law, court order, or regulatory requirement, provided that, where legally permitted, Recipient gives prompt written notice and cooperates reasonably in seeking confidential treatment. Disclosure will be limited to the minimum required.

7.5 Return or Destruction. Upon written request or termination, Recipient will return or destroy Confidential Information within a reasonable time, except for copies required by law or maintained in routine archival backups. Any retained Confidential Information remains subject to this Section.

8. Warranties and Disclaimers.

8.1 Services Warranty. Aderant warrants that the Consulting Services will be performed in a professional and workmanlike manner consistent with industry standards. Client's exclusive remedy is re-performance of the affected Consulting Services or, if not

commercially reasonable, a refund of the fees paid for the affected portion.

8.2 **Disclaimer.** Except as expressly stated, Aderant disclaims all other warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, and non-infringement.

9. **Limitation of Liability.** To the maximum extent permitted by law, (a) neither party is liable for indirect, incidental, consequential, special, or punitive damages, or loss of profits, revenue, or business opportunity; and (b) each party's total aggregate liability arising out of or relating to the Agreement will not exceed the fees paid or payable under the applicable SOW during the twelve (12) months preceding the event giving rise to the claim, or, if the SOW has been in effect for less than twelve (12) months, during the period it has been in effect.

10. Term and Termination.

10.1 **Term.** These Consulting Terms apply to each SOW until completion or termination of the Consulting Services under that SOW.

10.2 **Termination for Cause.** Either party may terminate a SOW for material breach not cured within thirty (30) days after written notice.

10.3 **Effect of Termination.** Upon termination or expiration of a SOW for any reason, Aderant will cease performing the Consulting Services under the affected SOW, and Client will: (a) pay all fees for Consulting Services performed through the effective date of termination; (b) pay for all Consulting Services resources committed or scheduled by Aderant in reasonable reliance on the SOW, whether or not such Consulting Services have been fully performed as of the effective date of termination; and (c) reimburse Aderant for all non-cancellable, non-refundable expenses incurred or committed prior to the effective date of termination, including travel and lodging already booked. The foregoing payment obligations apply regardless of the reason for termination, except to the extent termination results from Aderant's uncured material breach. Sections relating to fees owed, intellectual property, confidentiality, limitation of liability, governing law, venue, and any provisions that by their nature are intended to survive will survive termination.

11. Contracting Entity, Governing Law, and Notices.

11.1 **Contracting Entity.** The Aderant entity entering into the Agreement is the entity expressly identified in the applicable SOW. If a SOW does not clearly identify an Aderant entity, Aderant North America, Inc. will be deemed the contracting entity.

11.2 **Governing Law and Venue.** The governing law applicable to the Agreement is determined in accordance with the following table, without regard to any conflict-of-laws principles that would require the application of the laws of another jurisdiction. Each party irrevocably submits to the exclusive jurisdiction of the applicable courts identified below and waives any objection to the laying of venue in such courts, including any objection based on forum non conveniens. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (to the extent enacted) do not apply to the Agreement. To the extent permitted by applicable law, each party knowingly and voluntarily waives any right to a trial by jury in any action or proceeding arising out of or relating to the Agreement. Nothing in this Section prevents either party from seeking injunctive or equitable relief in any court of competent jurisdiction.

Aderant Entity	Governing Law	Exclusive Courts
Aderant North America, Inc.	Laws of the State of New York	Atlanta, Georgia, USA
Aderant Legal (UK) Ltd	Laws of England and Wales	London, England
Hansco Automatisering B.V.	Laws of England and Wales	London, England
Aderant Legal Holdings (AUS) Pty Ltd	Laws of New South Wales	Sydney, Australia
Aderant Legal Holdings (NZ) ULC	Laws of New Zealand	Auckland, New Zealand

11.3 **Notices.** Notices must be in writing and delivered by personal delivery, recognized courier, or email (excluding notices of termination or breach, which require delivery by courier or email with confirmation). Notices to Aderant must be sent to the applicable entity's Legal Department.

12. General

12.1 **Relationship of the Parties.** The parties are independent contractors. Nothing in the Agreement creates any partnership, joint venture, agency, fiduciary, or employment relationship between the parties. Neither party has authority to bind the other or to incur obligations on the other's behalf.

12.2 **Assignment.** Neither party may assign the Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party, which will not be unreasonably withheld. Notwithstanding the foregoing, either party may assign the Agreement in its entirety, without the other party's consent, to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets or voting securities, upon written notice to the other party. Any permitted assignment will not relieve the assigning party of obligations accrued prior to the effective date of assignment.

12.3 **No Third-Party Beneficiaries.** The Agreement is for the sole benefit of the parties. Nothing in the Agreement is intended to confer any rights or remedies on any third party.

12.4 **Force Majeure.** Neither party will be liable for, or deemed to have breached the Agreement due to, any failure or delay in performance to the extent caused by events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, government actions, or widespread internet or telecommunications failures. The affected party will use commercially reasonable efforts to mitigate the effects of such event and resume performance as soon as practicable. Force Majeure does not excuse Client's obligation to pay fees due.

12.5 **Amendments; Waivers.** Except as expressly provided otherwise in the Agreement, no amendment or modification will be binding unless in writing and signed by authorized representatives of both parties. No failure or delay in exercising any right under the Agreement will operate as a waiver of that right. A waiver will be effective only if in writing and signed by the waiving party.

12.6 **Severability.** If any provision of the Agreement is held to be invalid or unenforceable, that provision will be enforced to the maximum extent permitted by law and the remaining provisions will remain in full force and effect.

12.7 **Execution; Counterparts.** The Agreement may be executed in counterparts, each of which will be deemed an original and all of which together constitute one agreement. Signatures delivered by electronic means, including electronic signature platforms, will be deemed valid and binding.

12.8 **Entire Agreement; Order of Precedence.** The Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous discussions, proposals, or agreements, whether written or oral. Each party acknowledges that it has not relied on any representations or statements not expressly set forth in the Agreement. If there is a conflict between these Consulting Terms and a SOW, the SOW controls with respect to the specific Consulting Services described therein. Any terms contained in a purchase order or vendor portal are deemed administrative only and do not modify the Agreement.

Effective Date: These VPD Consulting Services Terms apply to all Statements of Work entered into on or after the date posted.

Last Updated: February 12, 2026