

Epiq Software Terms & Conditions

1. **Definitions; Incorporation; Interpretations.**

(a) For purposes of this Agreement, unless otherwise defined in this Agreement, each word or phrase listed below has the meaning designated. Other words or phrases used in this Agreement may be defined in the context in which they are used.

(i) “*Affiliate*” shall mean, with respect to any entity, any other entity directly or indirectly controlling or controlled by, or under direct or indirect common control with, such entity or one or more of the other Affiliates of that entity (or a combination thereof). For the purposes of this definition, an entity shall control another entity if the first entity: (1) owns, beneficially or of record, more than fifty percent (50%) of the voting securities of the other entity; (2) has the ability to elect a majority of the directors of the other entity; or (3) provides day to day management of such entity under contract or as managing general partner.

(ii) “*Agents*” shall mean the respective owners, principals, managers, representatives, stockholders, partners, officers, members, directors, attorneys, agents, subcontractors, consultants, contractors and employees of a party.

(iii) “*Agreement*” shall have the meaning set forth on the Cover Page.

(iv) “*Authorized User*” shall mean any individual or corporate entity authorized by Client to access and use the Software.

(v) “*Client Data*” shall mean the copy of the Original Data made available to Epiq by Client, or on Client’s behalf, for use in providing the Software.

(vi) “*Client Indemnity Responsibilities*” shall have the meaning set forth in Section 11(a).

(vii) “*Client Systems*” means the Client’s information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), networks and Internet connection, whether operated directly by Client or through the use of third-party services.

(viii) “*Components*” shall mean third-party software licensed by Epiq for distribution and included within the Software.

(ix) “*Confidential Information*” or “*CI*” shall have the meaning set forth in Section 10(a).

(x) “*Data Controller*” means a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal data are, or are to be processed.

(xi) “*Data Processor*”, in relation to personal data, means any person (other than an employee of the Data Controller) who Processes the data on behalf of the Data Controller.

(xii) “*Data Protection Laws*” means (i) the European Data Protection Laws; (ii) the UK Data Protection Laws; (iii) CCPA; (iv) the Privacy Act 1988 (Cth) of Australia and the Australian Privacy Principles contained therein; (v) to the extent applicable, all other laws and regulations and sector recommendations containing rules for the protection of individuals with regard to the processing of personal data in any other country, including without limitation security requirements for, and the free movement of, personal data; and (vi) any laws, regulations, and rules promulgated under part (i), (ii), (iii), or (iv) above.

(xiii) “*Data Subject Consent*” shall mean, as required under applicable law, a written authorization from each necessary person, whether an individual or entity, that approves Epiq’s collection or use of all data or information under their control, solely to the extent necessary for Epiq to provide the Software.

(xiv) “*Discovery Document*” shall mean any document in a discovery database, including, but not limited to any document produced in a judicial discovery proceeding, information that is deemed confidential by Client’s clients, or information that was produced by another party in litigation in which one of Client’s clients is involved and is subject to a protective order or confidentiality agreement.

(xv) “*Documentation*” shall mean the user manuals and/or technical publications as applicable, supplied to Client by Epiq which relates to the use and administration of the Software.

(xvi) “*Effective Date*” shall have the meaning set forth on the Cover Page.

(xvii) “*Epiq Materials*” means the Software, specifications, Documentation and Epiq Systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any technical or functional descriptions, requirements, or plans, that are provided or used by Epiq or any subcontractor in connection with the Software or otherwise comprise or relate to the Software or Epiq Systems.

(xviii) “*Epiq Systems*” means the information technology infrastructure used by or on behalf of Epiq in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Epiq or through the use of third-party services.

(xix) “*European Data Protection Laws*” means the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council (“*GDPR*”) and laws implementing or supplementing the GDPR, together with the Directive on Privacy and Electronic Communications 2002/58 and other data protection or privacy legislation in form from time to time in the European Economic Area (“*EEA*”).

(xx) “*Fees*” shall mean all Prepaid Service Fees, plus applicable Monthly Service Fees, if any, plus all chargeable costs or expenses Client is liable for under the terms of this Agreement, as set forth in Client’s Software License Agreement, Master Purchasing Agreement or Work Order. All charges are exclusive of Taxes.

(xxi) “*Intellectual Property*” or “*IP*” shall mean any and all rights arising from or under any of the following, whether protected, created or arising under the laws of the United States of America or any other jurisdiction: patents (including, but not limited to, any applications, extensions, divisions, continuations, continuations-in-part, reexaminations, reissues, and renewals related thereto), copyrights (including, but not limited to, any applications, registrations and renewals related thereto), trademarks and service marks (including, but not limited to, applications, registrations, and renewals related thereto), trade dress, trade names, trade secret and know-how and any other intellectual property or proprietary rights of any nature, by whatever name or term known or however designated.

(xxii) “*Internet*” shall mean the worldwide, publicly accessible system of interconnected computer networks that transmit data by packet switching using the standard Internet Protocol (IP). It consists of millions of smaller domestic, academic, business, and government networks, which together carry various information and services.

(xxiii) “*Loss*” or “*Losses*” shall mean any and all claims, liabilities, expenses, losses, costs, fines, settlements, penalties or damages, including reasonable court costs and attorney’s fees, including all costs and attorney’s fees related to an appeal, arising out of or related to this Agreement or any use, inability to use, or results of use of the Software, including any of the foregoing asserted by a third-party.

(xxiv) “*Monthly Service Fee*” shall be defined in an applicable Work Order, if applicable.

(xxv) “*Network*” shall mean, whether owned or leased, all Epiq equipment, network, cabling, servers, mobile or other devices, hardware, peripherals, device drivers or computer functional environment.

(xxvi) “*Original Data*” shall mean the original version of all data and materials made available to Epiq, and all data and materials provided by or on behalf of Client to Epiq.

(xxvii) “*Original Media*” shall mean any data storage device, including but not limited to any servers, tablets, laptops, hard drives, tapes, USB drives, mobile devices or other storage media.

(xxviii) “*Prepaid Service Fee*” shall mean any fees prepaid as defined in a Work Order.

(xxix) “*Processed*” and “*Processes*” each, in relation to information or data, means obtaining, recording or holding the information or data or carrying out any operation or set of operations on the information or data, including the: (a) organization, adaptation or alteration of the information or data; (b) retrieval, consultation or use of the information or data; (c) disclosure of the information or data by transmission, dissemination or otherwise making it available; or (d) alignment, combination, blocking, erasure or destruction of the information or data.

(xxx) “*Renewal Subscription Term*” shall have the meaning set forth in Section 4.

(xxxi) “*Representatives*” shall have the meaning set forth in Section 10(b).

(xxxii) “*Service Provider*” shall mean (i) Epiq; (ii) an Epiq Affiliate; and/or (iii) an Epiq Agent.

(xxxiii) “*Service Use Terms*” shall be the Client and Authorized User Responsibilities set forth in Section 8.

(xxxiv) “*Services*” shall mean the Software licensed as further described in Client’s Agreement, and/or the applicable Work Order.

(xxxv) “*Software*” shall mean any and all software, programs, algorithms, libraries, utilities, tools, visual interfaces, graphics, designs, compilations, or other computer or program code in any form provided by Epiq to Client in connection with the services, or accessed by Client through the internet or other remote means, including websites, portals, and cloud-based solutions. Software can also be Software-as-a-Service (SaaS) and on-premise Software solutions provided by Epiq to Client.

(xxxvi) “*Taxes*” shall mean all sales, use, or excise taxes that are a statutory obligation of Client (including all sales, use, ad valorem taxes assessed on the use or purchase of the Software or products and similar fees now in force or enacted in the future imposed on the Software), including any goods and services tax, whether imposed under the laws of the United States of America or any other applicable jurisdiction.

(xxxvii) “*Subscription Term*” shall have the meaning set forth in Section 4.

(xxxviii) “*Third Party Materials*” means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment or components of or relating to the Software that are not proprietary to Epiq.

(xxxix) “*UK Data Protection Laws*” means the UK GDPR, together with the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended), the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 and other data protection or privacy legislation in force from time to time in the United Kingdom.

(xl) “*UK GDPR*” means the GDPR as transposed into the United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and subsequently amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019.

(b) **References & Rules of Construction.** All references in this Agreement to exhibits, schedules, appendices, articles, sections, subsections, clauses and other subdivisions refer to the corresponding exhibits, schedules, appendices, articles, sections, subsections, clauses and other subdivisions of or to this Agreement unless expressly provided otherwise. Titles appearing at the beginning of any exhibits, schedules, appendices, articles, sections, subsections, clauses and other subdivisions of this Agreement are for convenience only, do not constitute any part of this Agreement and shall be disregarded in construing the language hereof. The words “this Agreement,” “herein,” “hereby,” “hereunder” and “hereof,” and words of similar import, refer to this Agreement as a whole and not to any particular article, section, subsection, clause or other subdivision unless expressly so limited. The words “this Article,” “this Section,” “this subsection,” “this clause,” and words of similar import, refer only to the article, section, subsection and clause hereof in which such words occur. The word “including” (in its various forms) means “including without limitation.” Unless expressly provided to the contrary, the word “or” is not exclusive. Pronouns in masculine, feminine or neuter genders shall be construed to state and include any other gender, and words, terms and titles (including terms defined herein) in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. Reference herein to any federal, state, local or foreign law shall be deemed to also include any amendment thereto, any modification or re-enactment thereof, any legislative provision substituted therefore, and all rules and regulations promulgated thereunder, unless the context requires otherwise. The words “day” or “days” shall mean calendar days, unless otherwise denoted.

2. **Software License; Access; Ownership & Limitations; Reservations.**

(a) **Software License.** Subject to the terms and conditions of the Agreement, Epiq hereby grants Client a personal, nonexclusive, nontransferable, non-sublicensable, limited license to access and use Epiq’s Software, as further described in the applicable Software License Agreement, Master Purchasing Agreement or Work Order, any related Epiq Materials provided or made available by Epiq, solely during the Subscription Term and exclusively for Client’s internal business purposes (“*License*”). Use for any commercial resale or competitive analysis is expressly prohibited. All rights not expressly granted to Client are reserved by Epiq and its licensors. Epiq reserves the right to make changes, modifications, reduction in functionality and enhancements to the Software, at any time, and from time to time without prior notice including but not limited to (i) scheduled maintenances; (ii) emergency maintenance; (iii) a Force Majeure Event; (iv) any other circumstances beyond Epiq’s reasonable control, including Client’s or any Authorized User’s use of Third Party Materials, misuse of the Software, or use of the Software other than in compliance with the express terms of this Agreement; and (v) any suspension or termination of Client’s or any Authorized Users’ access to or use of the Software as permitted by this Agreement. The Software shall include all standard features, functionalities, updates, and upgrades made generally available by Epiq during the Subscription Term.

(b) **Access.** As of the Subscription Start Date, Client shall be granted access to the Software. Access will be provisioned via secure remote access through a web-based interface or other designated means. Each authorized end user shall receive a

unique user account and credentials supplied by Epiq to access the Software. Access shall remain active throughout the Subscription Term, subject to the terms of this Agreement.

(c) *Limitations of Use.* The License is subject to the following:

(i) *No Modifications, No Reverse Engineering.* Any attempted alteration, modification, porting, adaptation or translation of the Software is prohibited. Unless permitted by applicable law, any attempt to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Software is prohibited.

(ii) *No Unbundling.* The Software may include various applications, utilities and components, and may support multiple platforms and languages. Nonetheless, the Software is designed and provided as a single product, and shall be used as a single product as permitted herein. There is no obligation to use all component parts of the Software, but the unbundling or repackaging of the Software for distribution, transfer, disposition or any other purposes is prohibited.

(iii) *No Transfer.* The access grant rights provided herein shall not be assigned, extended, sublicensed or transferred to any third-party without Epiq's prior written consent.

(iv) *Export Rules.* The Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other applicable export laws, restrictions, or regulations (collectively "*Export Laws*"). In addition, if the Software is identified as an export controlled item under the Export Laws, you represent and warrant that you are not a citizen of, or located within, an embargoed or otherwise restricted nation (including Iran, Syria, Sudan, Cuba and North Korea) and that you are not otherwise prohibited under the Export Laws from receiving or using the Software. All rights to use the Software are granted on condition that such rights are immediately forfeited if you fail to comply with the terms of this Agreement.

(d) *Reservations.* Except as otherwise expressly provided in this Agreement, as between the parties:

(i) Epiq and its Service Providers have and will retain control over the operation, provision and maintenance of the Software and Epiq Materials, including the: (A) Epiq Systems; (B) deployment and modification of the Software; and (C) performance of support and maintenance, upgrades, corrections and repairs.

(ii) Client has and will retain sole control over the operation, maintenance and management of, and all access to and use of, the Client Systems, and sole responsibility for all access to and use of the Software and Epiq Materials by any person by or through the Client Systems or any other means controlled by Client or any Authorized User, including any: (A) information, instructions or materials provided by any of them to Epiq; (B) results obtained from any use of the Software or Epiq Materials; and (C) conclusions, decisions or actions based on such use.

(iii) Client shall not disclose to any third party the results of any evaluation, performance testing, availability monitoring, or functionality assessment of the Software conducted by or on behalf of Client, including any benchmarking or competitive analysis, without Epiq's prior written consent. Client shall not, and shall not permit others to: (a) modify, correct, adapt, translate, enhance or otherwise prepare derivative works or improvements of Software; (b) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of Software unless permitted by applicable law; (c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Epiq Materials or Software to any other party, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service; or (d) access or use any Epiq Materials or Software for purposes of competitive analysis of these materials, the development, provision or use of a competing software product or service, or any other purpose that is to Epiq's detriment or commercial disadvantage. Additionally, Client shall not use Software to: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violate third party privacy rights; (iii) send or store material containing software, worms, trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of Software or the data contained therein; or (v) attempt to gain unauthorized access to the Software or its related systems or networks.

3. ***Fees; Invoicing; Taxes.***

(a) Any Prepaid Service Fee invoiced hereunder is due and payable immediately upon the parties' execution of this Agreement, and upon Epiq's receipt thereof shall constitute a non-refundable prepayment of the Monthly Service Fee for the first two months of Service. All other Fees invoiced hereunder, including but not limited to the Monthly Service Fee, are due and payable within thirty (30) days of the date of the invoice. Should no Prepaid Service Fee be specified, the Monthly Service Fee shall immediately become chargeable to Client as of the Effective Date. Client may in good faith dispute any invoice, but only if the Client provides Epiq written notice of the particular invoice in dispute and the reason for such dispute no later than the date payment of such invoice is due. The parties shall use commercially reasonable efforts to resolve any such disputes in a timely manner. Notwithstanding the foregoing, in the event only part of an invoice is disputed, the undisputed portion of such invoice

shall be paid in a timely manner in accordance with this Section 3. Past due balances shall accrue interest at 1.5% per month until paid. In addition to all amounts owed for Software provided hereunder, Client shall also be liable for all actual costs of collection incurred by Epiq in connection with this Agreement.

(b) All invoices shall include and list applicable Taxes. Client agrees to promptly reimburse Epiq for all Taxes levied in accordance with the general statutes or other authoritative directives of a taxing authority on amounts payable by Client to Epiq pursuant to this Agreement. If invoices exclude Taxes that are subsequently determined to be a statutory obligation of the Client, Client agrees to be responsible for paying such Taxes directly to the taxing authority or to promptly reimburse Epiq in an amount equal to the amount of any such excluded Taxes (as determined in accordance with applicable law, rule or regulation). Client shall not be responsible for any income, gross receipts, franchise, privilege, employee or occupational taxes of Epiq.

4. **Term.** The subscription to the Software shall commence on the "Subscription Start Date" set forth in the applicable Order Form, Work Order, Software Subscription Agreement, or other applicable agreement with Epiq and shall continue for an initial term of twelve (12) months (the "Initial Subscription Term"). Upon expiration of the Initial Subscription Term, the subscription shall automatically renew for successive twelve (12) month periods (each, a "Renewal Subscription Term", and collectively with the Initial Subscription Term, the "Subscription Term"), unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the Initial Subscription Term or any subsequent Renewal Subscription Term. Effective as of the Subscription Start Date, Client shall receive access to the Software. The parties expressly acknowledge and agree that the Subscription Term is fixed, non-cancellable, and binding.

5. **Termination; Effect of Termination; Suspension of Software.**

(a) *Termination.*

(i) Either party may terminate this Agreement effective upon written notice to the other party, if the other party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach. Non-payment of any undisputed invoiced amounts is considered a material breach, and Epiq may, notwithstanding anything herein to the contrary, without limiting its other rights in equity or at law, immediately terminate or suspend the Software upon such non-payment; or

(ii) To the extent permitted by applicable law, either party may terminate this Agreement effective immediately upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(b) *Suspension of Software.* Notwithstanding anything herein to the contrary, Epiq may, without limiting its other rights in equity or at law, including its termination rights hereunder, immediately suspend the Software, either completely or in-part, if Client breaches any of its obligations under this Agreement. Should the Software be suspended for non-payment, Client may be required to pay a reactivation fee and deposit to protect Epiq against future payment issues.

(c) *Effect of Termination.*

(i) Should Client terminate this Agreement pursuant to Section 5(a), Client shall only be liable for the payment of any Fees and Taxes chargeable to Client up to and including the month of termination.

(ii) Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement: (A) all rights, licenses, consents and authorizations granted by either party to the other hereunder will immediately terminate; (B) both parties shall immediately cease all use of the other party's Confidential Information.

6. **Security Measures.** Epiq has established and implemented enterprise-wide policies, programs and procedures that are commercially reasonable and in material compliance with applicable industry practices, including administrative, technical and physical safeguards to protect the confidentiality, integrity and security of any data in its possession, custody or control against unauthorized access, use, modification, disclosure or other misuse.

7. **Warranties; Disclaimers.**

(a) *Mutual Warranties.* Each party represents and warrants to the other party that: (i) it is duly organized, validly existing and in good standing as a corporation or other entity as represented under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (ii) it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder; (iii) the execution of this Agreement by its employee or representative has been duly authorized by all

necessary corporate actions; (iv) when executed and delivered by its employee or representative, this Agreement shall constitute the legal, valid and binding obligation of that party, enforceable against it in accordance with its terms; and (v) it acknowledges that the other party makes no representations, warranties or agreements related to the subject matter hereof which are not expressly provided for in this Agreement.

(b) *Client Warranty.* Client represents and warrants to Epiq that:

(i) the disclosure of information and documents to Epiq, and the use thereof by Epiq in providing Software to Client hereunder, is not in breach of any obligation of Client, whether under any agreement, law, regulation or ordinance, or otherwise;

(ii) all Client Data was accumulated and collected in compliance with all applicable laws, rules and regulations;

(iii) Data Subject Consents have been secured for Epiq to collect any data, if relevant, and to use it along with all other Client Data, including any associated hardware and software, in providing the Software; and

(iv) Client shall not deliver or otherwise provide Epiq access to Client Data that is subject to any statutory or regulatory data protection measures or restrictions without first securing Epiq's written approval for all such disclosures to be made.

(c) *Epiq Warranty.* Epiq represents and warrants that during the Subscription Term:

(i) The Software will perform substantially in conformance with Epiq's functionality description contained in the Documentation; and

(ii) it will use commercially reasonable software development practices designed to prevent the Software from containing or transmitting any harmful code.

To the extent permitted by applicable law, Client's sole and exclusive remedy for Epiq's breach of this warranty shall be for Epiq to use commercially reasonable efforts to modify the Software to correct the nonconformity. If Epiq is unable to correct the nonconformity within a reasonable period, Client shall be entitled to terminate this Agreement and receive a pro-rata refund of any prepaid, unused fees. Epiq shall have no obligation with respect to a warranty claim unless notified of such claim within sixty (60) days of the first instance of any material functionality problem of which Client becomes aware. The warranty set forth in this Section is made to and for the benefit of Client only and shall only apply if the Software has been utilized in accordance with the Documentation, this Agreement, and applicable law.

(d) *Disclaimer.* Except as otherwise provided in this Agreement and to the extent permitted by applicable law, Epiq makes no express or implied warranties or representations as to the Software or the availability, accuracy or content of information, or results; or with respect to warranties of title, non-infringement, merchantability or fitness for a particular purpose; or any representations or warranties made by any third parties. Epiq may move the Client Data within the Network.

8. **Service Use Terms.**

(a) *Adherence to Service Use Terms.* Client shall be solely responsible for complying with the Service Use Terms in its use of the Software and also will require its Authorized Users to do so. Client agrees that Epiq may modify the Service Use Terms in its sole discretion to clarify reasonable restrictions and conditions on Client's use of the Software. Amendments to the Service Use Terms are effective on the earlier of Epiq's notice to Client that an amendment has been made and delivery of amended Service Use Terms to Client, or the beginning of any Renewal Subscription Term. However, if (i) the amendment would materially and adversely affect Client; (ii) Client provides Epiq with a written notice describing its objection to the amendment in reasonable detail within ten (10) business days of the effective date of the amendment; and (iii) Epiq does not agree to waive any obligation of Client to comply with the terms of the amendment, then Client may terminate the Agreement and any Work Order incorporating the terms hereof without penalty, provided Client shall remain liable for any amounts owed pursuant to any applicable or active Work Order, such amounts being calculated as if there was a Client termination based on a material breach by Epiq. Client shall be solely responsible for providing and maintaining the Client Systems, including without limitation sufficient Internet bandwidth to support the Software in addition to Client's other Internet based activities.

(b) *Client Responsibilities.* Client shall be solely responsible for:

(i) ensuring all Authorized Users use of the Services is consistent with (i) the intended purpose, as described in the Documentation, (ii) all applicable federal, state and local laws, statutes, ordinances, rules and regulations, and (iii) any security procedures reasonably adopted by Epiq to enhance its data protection and security capabilities.

(ii) any use of or access to the Services by an Authorized User, including any use of or access to the Services by a third-party where such use and access is achieved using the account credentials of an Authorized User.

(iii) promptly eliminating an Authorized User's use of and access to the Services upon termination by disabling their account credentials, or requesting Epiq disable their account credentials.

(iv) immediately notifying Epiq should it suspect or discover any unauthorized use of or access to the Services.

(v) not deleting, disabling, or otherwise impairing Epiq's administrative account credentials for any hosted systems provided in connection with the Services. These administrative accounts are used by Epiq support staff when performing enhancement, maintenance and support related activities.

(vi) disclosing these Supplemental Terms to each Authorized User so they are aware of the restrictions placed on their use of the Services and Software.

(c) *Authorized User Responsibilities.* Authorized Users are solely responsible for the following:

(i) ensuring their use of the Services is consistent with (i) the intended purpose, as described in the Documentation, (ii) all applicable federal, state and local laws, statutes, ordinances, rules and regulations, and (iii) any security procedures reasonably adopted by Epiq to enhance its data protection and security capabilities.

(ii) ensuring their personal account credentials are kept confidential, maintaining effective personal password security practices, utilizing complex passwords (which incorporate special characters, numbers, and a combination of upper and lower case characters), and changing their passwords on a routine basis.

(iii) immediately notifying Epiq should they suspect or discover any unauthorized use of or access to the Services, and to the extent possible use reasonable efforts to stop any such unauthorized use or access.

(iv) not attempting to (i) interfere with, monitor, probe, penetrate, disrupt or otherwise circumvent any security measures used by Epiq in connection with the Services, (ii) modify, adapt, translate or create derivative works of the Software or Services, (iii) translate, copy, reverse engineer, re-engineer, decompile, reverse compile, or disassemble the Software or Services; (iv) discover or recreate the source code from the object code for the Software; (v) use the Software or Services for the benefit of any third-party; or (vi) cause, assist or permit any third party to do any of the foregoing.

9. **Client Data.**

(a) Client shall be solely responsible for maintaining the Original Data, and Client shall retain said data such that it can be promptly regenerated or duplicated as needed. Accordingly, Client expressly agrees that, to the extent permitted by applicable law, Service Provider shall not have any liability for any data loss, damage to, or corruption of the Original Data. Client also agrees that it shall not provide any data to Service Provider unless that data is necessary for the delivery of the Software, and even if necessary such data shall not be provided in violation of the following representations and warranties:

(i) All Client Data was accumulated and collected in compliance with all relevant Data Protection Laws, rules and regulations;

(ii) The parties will comply with their respective data protection obligations as set forth in the Data Protection Schedule, available at <https://www.epiqglobal.com/en-us/data-processing-terms>;

(iii) The provision of Client Data to Service Provider and the processing of the Client Data by the Service Provider in accordance with the terms of this Agreement will not cause Service Provider to be in breach of any laws or regulations applicable to the Client Data;

(iv) Data Subject Consents have been secured for Service Provider to collect any data, if relevant, and to use it along with all other Client Data, associated hardware and Software, in providing the Software; and

(v) Client shall not deliver or otherwise provide Service Provider access to Client Data that is subject to any statutory or regulatory data protection measures or restrictions without first securing Service Provider's written approval for all such disclosures to be made. For clarity, and without limiting the applicability of this provision, data that is subject to the following may be impacted: (A) Export Administration Regulations (EAR); (B) Gramm–Leach–Bliley Act (GLBA); (C) Health Insurance Portability

and Accountability Act (HIPAA); (D) Health Information Technology for Economic and Clinical Health (HITECH) Act; and (E) International Traffic in Arms Regulations (ITAR).

If Service Provider is not advised of what type of data will be provided, any fines and penalties (including those imposed on Service Provider) related to a disclosure that violates the foregoing shall be at Client's sole cost and expense. Client further warrants that no Client Data shall be transferred to Service Provider via email, through a third-party tool, or in any other unencrypted or unsecured manner. Except for the purpose of copying, imaging, or otherwise collecting data as requested hereunder, Client shall not transfer custody of any Original Media to Service Provider. Service Provider disclaims all liability for a violation of this Section.

Service Provider's acceptance of the Client Data is evidence of its reliance on the representations and warranties contained herein.

(b) The following provisions shall apply where the provision of the Software involves processing personal data transferred, or otherwise made available, to Service Provider by the Client or its Agents:

(i) In this Section 9(b), the terms "personal data", "processing", "data subject", "data processor", and "data controller" shall each bear the meaning ascribed to them under the relevant Data Protection Laws. Service Provider is a data processor.

(ii) To the extent that the Software involves the processing of any personal data Service Provider shall:

- (A) process such personal data only as is reasonable in connection with the Software;
- (B) take appropriate technical and organizational measures against unauthorized or unlawful processing of such personal data, including the engagement of reliable staff and the implementation of appropriate security measures;
- (C) reasonably promptly following receipt, pass on to Client any requests for details regarding, or requests for access to, any personal data and shall not answer such requests in its own right;
- (D) where Service Provider receives any data subject access request, reasonably promptly following a written request from Client, provide reasonable assistance to Client to allow Client to respond to the relevant request;
- (E) take reasonable steps to ensure the reliability of any of its staff and/or Agents who will have access to the personal data, ensuring that any such staff and/or Agents are contractually obliged to maintain the confidentiality of the personal data;
- (F) inform Client without undue delay if it becomes aware of any accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure of or access to the personal data and provide Client with all reasonable assistance in investigating and mitigating the impact of any such data breach. Service Provider shall also provide all reasonable assistance to Client in relation to its or their obligations to provide adequate notifications to the relevant data protection authorities and affected data subjects;
- (G) upon the termination of the Agreement for whatever reason, return all personal data and all copies of the personal data to Client forthwith or, at Client's choice, retain or destroy all copies of the same and certify to Client that it has done so, unless Service Provider is prevented by its national law, internal policies or local regulator from destroying or returning all or part of such data, in which event the data will be kept confidential and will not be actively Processed for any purpose; and
- (H) not subcontract any processing of the personal data or otherwise disclose the personal data to any third party except as expressly permitted by this Agreement or otherwise permitted by Client in writing.

(c) Client shall ensure that it acts in complete compliance with the applicable Data Protection Laws in respect of all personal data, and warrants to Service Provider that, in respect of any and all personal data that it transfers, or otherwise makes available, to Service Provider, it is lawfully able to transfer or make such personal data available, and has any and all necessary consents from the relevant data subjects.

(d) The parties agree that where Client Data may be Processed outside of the EEA and United States then the relevant parties may enter into standard contractual clauses adopted by the European Commission.

10. **Confidentiality.**

(a) *Confidential Information; Non-Disclosure.* In connection with this Agreement, each party may receive materials or learn information which is confidential and/or proprietary to the other party. Such materials or information shall be deemed “*Confidential Information*” for purposes of this Agreement if such materials or information are: (i) marked or identified as “*Confidential*”; (ii) of a nature, whether oral or written, that a reasonable business person or information technology worker would know or suspect it to be confidential or proprietary, or would know or suspect that there may be a detrimental effect on the other party’s competitive position if generally known and/or known by other customers or a competitor; or (iii) a Discovery Document. Confidential Information hereunder includes information relating to a party’s business practices, products, product development, research, business operations (e.g., business direction, technology initiatives or marketing plans, customer information, IP, source code, trade secrets, financial information, pricing rates and methods, and all invoices), whether or not such information is identified as “*Confidential*” at the time of disclosure.

(b) *Obligations.* Each party receiving or learning Confidential Information of the other party shall maintain all such Confidential Information in strict confidence. Each party shall: (i) not use any of the Confidential Information of the other party, except to the extent required for the performance of this Agreement; and (ii) not disclose Confidential Information of the other party to any person or party during the Subscription Term and thereafter, except as expressly permitted herein. Each party further agrees to take all reasonable security measures to protect the Confidential Information of the other party with the same degree of care as it uses to protect its own Confidential Information of like importance, but in no event less than reasonable care. The receiving party may only disclose Confidential Information to its employees, contractors, attorneys and financial advisors (“*Representatives*”) having a “need-to-know” to carry out the obligations under this Agreement. Each party will: (1) notify and inform its Representatives of such party’s obligations regarding Confidential Information; (2) obtain agreements from its Representatives requiring them to comply with such obligations prior to disclosing Confidential Information; and (3) be responsible for any breach of the confidentiality obligations in this Section by such party’s Representatives. In no event will the receiving party use Confidential Information of the other party, directly or indirectly, in the conduct, or for the advancement, of the receiving party’s own business or in any way that is detrimental to the other party. Each party will notify the other party immediately after verifying a breach of any confidentiality obligations in this Section. The parties acknowledge and agree that Epiq’s Representatives, e.g., financial advisors and contractors, have no “need-to-know” the Discovery Documents, except as required to facilitate their performance of the Services under this Agreement.

(c) *Exceptions.* The restrictions set forth in this Section shall not apply to Confidential Information that: (i) becomes generally available to the public other than as a result of unauthorized disclosure by the receiving party, (ii) is available to the receiving party on a non-confidential basis from a third party, (iii) is independently developed by the receiving party, or (iv) is identified by the disclosing party in writing as no longer proprietary or confidential. A party may release only those portions of Confidential Information required to be disclosed pursuant by a court or government agency, provided that the receiving party will notify the disclosing party in writing prior to making any disclosure and will cooperate with the disclosing party in seeking a protective order or other appropriate remedy. This Section 10(c) does not apply to any document in a discovery database, including but not limited to Discovery Documents. Any Discovery Document shall remain Confidential Information between Epiq and Client and shall remain subject to the obligations set forth in Section 10(b).

11. *Indemnification.*

(a) Subject to Section 12, Epiq, at its expense, shall indemnify, defend and hold harmless Client (including its subsidiaries and all of their respective directors, officers, employees and agents, collectively “*Client Agents*”), from and against any and all Losses incurred by the Client as a result of claims arising from (i) the use of the Software, to the extent such use infringes upon a third-party’s rights therein or (ii) the death or bodily injury of any agent, employee or other person, or the damage, loss or destruction of any real or tangible personal property, resulting from the grossly negligent or willful misconduct of Epiq. Epiq shall have no obligation for any alleged infringement that arises from (1) the combination, operation, or use of the Software with services, information, technologies, or processes not furnished by Epiq; (2) modifications to the Software not made or authorized by Epiq; or (3) use of the Software except in accordance with this Agreement (the foregoing clauses (i) and (ii), including subparts (1), (2), and (3), are collectively, “*Client Indemnity Responsibilities*”).

(b) Should any aspect of the Software become, or in Epiq’s opinion be likely to become, the subject of a claim, Epiq shall, at its option, either procure for Client the right to continue using such Software or replace or modify the Software to make it non-infringing. If Epiq cannot replace or modify the Software and Epiq does not choose to procure for Client the right to continue using such Software, then (i) Epiq may terminate this Agreement, in its entirety or with respect to the affected part or feature of the Software, effective immediately upon notice to Client, in which event Client shall cease all use of the impacted Software immediately upon receipt of Epiq’s notice, and (ii) Epiq shall promptly refund to Client, on a pro rata basis, the share of any prepaid Fees and Taxes by Client for the future portion of the affected Software. The obligations in Sections 11(a) and 11(b) constitute Client’s sole remedy for any infringement with respect to any Software.

(c) Subject to Section 12, Epiq shall indemnify and hold Client and the Client Agents harmless for all Losses incurred by the Client as a result of claims arising from (i) any material breach by Epiq of this Agreement, (ii) any gross negligence or willful misconduct by Epiq; (iii) any tangible property damage or personal injury including death caused by Epiq; (iv) any security breach to which Client has not contributed by an action or omission; and (v) failure to comply with any applicable law, rule, and regulation with respect to the Software.

(d) Subject to Section 12, Client shall indemnify and hold Epiq, their affiliates, and all of their respective directors, officers, employees and agents (collectively, the "*Epiq Agents*") harmless from and against any and all Losses incurred by Epiq as a result of claims arising from (i) any material breach by Client Agents of this Agreement; (ii) any gross negligence or willful misconduct by Client Agents; (iii) any tangible property damage or personal injury including death caused by Client Agents; (iv) any instruction or information provided to Epiq by Client Agents in connection with the Software; (v) any failure by Client Agents to comply with any applicable law, rule, and regulation with respect to the Software; (vi) any Client Indemnity Responsibilities; or (vii) use by Client Agents of the Software or Documentation provided by Epiq that is not in accordance with this Agreement.

12. *Limitation of Liability.* NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS SECTION SHALL CONTROL.

(a) EACH PARTY AND ITS RESPECTIVE AGENTS SHALL NOT HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY (WHETHER IN TORT, EQUITY, CONTRACT, WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY IN ACCORDANCE WITH APPLICABLE LAW, RULE OR REGULATION) FOR ANY INDIRECT, GENERAL, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST WAGES, BUSINESS OR PROFITS, OR LOSS OF DATA INCURRED BY CLIENT OR ANY OTHER PERSON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY USE, INABILITY TO USE OR RESULTS OF USE OF THE SOFTWARE OR OTHERWISE, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) EPIQ SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSSES REGARDLESS OF THEIR NATURE THAT ARE CAUSED BY OR RELATED TO A FORCE MAJEURE EVENT.

(c) EPIQ SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSSES THAT ARE SUBJECT TO A LEGAL PROCEEDING INITIATED AGAINST EPIQ MORE THAN TWO (2) YEARS AFTER SUCH CAUSE OF ACTION FIRST AROSE.

(d) THE TOTAL LIABILITY OF EACH PARTY AND ITS AGENTS TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ALL LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SOFTWARE SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CLIENT TO EPIQ FOR THE PARTICULAR SOFTWARE WHICH GAVE RISE TO THE LOSSES IN THE IMMEDIATE SIX (6) MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE ALLEGED LOSS.

(e) TO THE EXTENT CERTAIN JURISDICTIONS GOVERNING THIS AGREEMENT LIMIT THE EXCLUSION OF DAMAGES OR LIMITATION OF LIABILITY HEREUNDER OR OTHERWISE RENDER ANY PART OF THE EXCLUSIONS OF DAMAGES OR LIMITATIONS OF LIABILITY UNENFORCEABLE, THE ABOVE EXCLUSIONS AND LIMITATIONS SHALL BE MODIFIED TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES, AND, ABSENT ANY OF SUCH PROVISIONS, THE TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

13. *Ownership.*

(a) *Ownership of Hardware and Intellectual Property.*

(i) Epiq shall own all right, title and interest, including without limitation all related Intellectual Property, in and to the Software and any Epiq Materials, including to any and all enhancements, enhancement requests, suggestions, modifications, extensions, all replacements, modifications, bug fixes, updates and releases provided by Epiq and every translation, portation, modification, correction, addition, extension, upgrade, improvement, compilation, abridgment or other form in which an existing work may be recast, transformed or adapted and also includes any software, technology, methods or processes that a person skilled in the arts would consider to be derived from the hardware and Software or from any Epiq Intellectual Property and/or derivative works thereof ("*Epiq IP*"). Epiq will retain all IP rights relating to the Software or any suggestions, ideas, enhancement requests, feedback, recommendations or other information, that do not contain Client's Confidential Information, provided by Client or any third party relating to the Software, which are hereby assigned to Epiq. This Agreement is not a sale and does not convey to Client any rights of ownership in or related to the Software or the Intellectual Property rights owned by Epiq.

(ii) Client acknowledges and agrees that all Epiq IP, of whatever nature in the Software, the source code relating to the software, and any and all derivative works relating to the Software, are and shall remain the property of Epiq and its Service Providers, and nothing in this Agreement should be construed as transferring any aspects of such rights to Client or any third party. Use of Epiq IP may require acceptance of a click-to-accept end user license agreement (a "*EULA*"). Notwithstanding anything provided in this Agreement, Client agrees to all license restrictions applicable to any third party IP sublicensed by Epiq to Client or which is contained in any Epiq IP.

14. **Ownership of Client Data.** Epiq acknowledges and agrees that all right, title, and interest in and to Client Data shall belong solely and exclusively to Client and that Client Data shall not be utilized by Epiq for any purpose other than to perform the Software required under this Agreement.

15. **Generative AI Tools.** If Epiq provides Software that uses artificial intelligence systems to generate new natural-language content based on Client Data, including draft text, summaries, or analytical narratives ("*Generative AI Tools*"), such outputs are preliminary. Client understands that while these Generative AI Tools aim to optimize results, outputs are generated through machine learning processes and are not tested, verified, endorsed or guaranteed to be accurate, complete or current by Epiq. Results of the Generative AI Tools are dependent on the accuracy and completeness of the Client Data provided by Client. The Client agrees and acknowledges that they have the ultimate responsibility of verifying all outputs produced, to ensure the accuracy, relevancy, and applicability of the outputs to specific needs and requirements. Epiq disclaims to the full extent permitted by applicable law all express or implied warranties, including but not limited to warranties of accuracy, fitness for a particular purpose, merchantability, or non-infringement concerning AI outputs to the maximum extent permitted by applicable law. Further Epiq may use Client Data solely to fine-tune or adapt such Generative AI Tools for the limited purpose of improving outputs specific to Client's environment and requirements.

16. **Miscellaneous.**

(a) **Arbitration.** Any dispute, controversy, proceeding or claim arising out of or relating to this Agreement, or the Software, including but not limited to any alleged breach shall be settled by mandatory, final and binding arbitration in Kansas City, Missouri, and such arbitration shall comply with and be governed by the rules of the American Arbitration Association, provided that either party may seek interim relief in court as it deems necessary to protect its CI or IP. The decision of the arbitrator shall be final, binding on the parties hereto, and not subject to further review. Any judgment awarded may be entered in any court having jurisdiction and enforced throughout the world. Notwithstanding the foregoing, either party may immediately seek injunctive relief in a court of competent jurisdiction should it reasonably believe the other party is in breach of its obligations as set forth herein.

(b) **Headings; Severability.** The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(c) **Agreement; Amendments; Counterparts.** This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior and contemporaneous agreements, communications, understandings, negotiations, and discussions whether oral or written or course of dealings between the parties. No modification or amendment of this Agreement shall be binding upon either party unless approved by an authorized representative of each in a signed written agreement or via electronic mail. Notwithstanding anything herein to the contrary, the parties expressly agree that this Agreement, and any modification or amendment hereto, may be agreed upon and memorialized utilizing commercially available electronic software, such as electronic mail, provided any such software: (i) clearly establishes the intent of the parties to be bound, and (ii) if applicable, clearly identifies the terms to be modified or amended. The mere act of sending or transmitting an electronic record consistent with the foregoing shall serve as conclusive proof of the party's intent to create a binding contractual commitment. The absence of a typed signature entered with the specific intent of creating a contractual commitment shall not void or otherwise alter the validity of an agreement entered into pursuant to the above. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, and all such counterparts when taken together shall be considered and constitute one complete copy hereof.

(d) **Assignment; Authority; Waiver.** This Agreement will inure to the benefit of, and be binding on, and enforceable against each of the parties hereto and their respective successors and permitted assigns. Neither party shall assign its rights under this Agreement without the other party's prior written consent, which shall not be unreasonably withheld or delayed, except Epiq may freely assign or delegate all or a portion of its rights and obligations without Client consent if such assignment or delegation is to: (i) an Affiliate or subcontractor of Epiq; (ii) a successor party by consolidation, merger or operation of law; (iii) a purchaser of all or substantially all of Epiq's assets; or (iv) a lender of Epiq as collateral. Any assignment or delegation to an Epiq Affiliate or subcontractor necessarily includes all rights required for the performance of the delegated Services that party will provide on Epiq's behalf, including the right to access and process Client Data. Subject to the foregoing, the parties do not confer any rights or remedies upon any person or entity other than the parties to this Agreement and their respective successors and permitted assigns. Each signatory hereto represents and warrants to the other that he or she is the appointed representative of the party on whose behalf he or she has signed this Agreement and has the actual and unconditional authority, and is duly authorized, to sign for and bind that party. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Client agrees that Epiq's use of any affiliated Epiq entity's employees in providing the Services is expressly authorized without any additional consent or approval required.

(e) *Notices.* All notices hereunder shall be in writing and deemed duly given on the date of delivery. Notices shall be tendered by either (a) personal delivery or (b) via nationally recognized overnight courier (delivery receipt requested), postage prepaid, addressed to the addressee pursuant to the following: (i) at the applicable Epiq Notice Address set forth in Section 17; (ii) at the Client Contact address set forth Software License Agreement, Master Purchasing Agreement or Work Order; or (iii) if updated, the most recent alternative address provided by addressee for the receipt of notices.

(f) *No Partnership.* The relationship between the parties is that of independent contractors and not business partners. Neither party is the agent for the other, nor does one party have the right to bind the other.

(g) *Force Majeure.* Except for the payment obligations of the parties hereunder, neither party shall be liable for any default or delay in the performance of its obligations hereunder if and to the extent such default or delay is the result of causes beyond the reasonable control of the performing party, such as riots, epidemics, war, government regulations, fire, acts of God, acts of terrorism, vendor performance issues, hardware failure, failure of third party software, failure of Client Systems, or a service failure of a utility or communications provider ("*Force Majeure Event*").

(h) *Survival.* Upon termination of this Agreement, provisions which by their nature should survive termination, shall survive termination.

(i) *Signatures.* This Agreement may be executed via "wet" signature or electronic mark and the executed signature pages may be delivered as a .pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means, and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

(j) *General.* The parties hereto have participated jointly in the negotiation and drafting of this Agreement with the assistance of counsel and other advisors and, in the event of an ambiguity or question of intent or interpretation arising, this Agreement shall be construed as jointly drafted by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. Client shall not during the term of this Agreement and for twelve (12) months thereafter, regardless of the reason for the termination, directly or indirectly, on its own behalf or on behalf of or in conjunction with any person or legal entity, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee of Epiq to terminate their employment relationship with Epiq. Client is the Data Controller under this Agreement. Epiq is the Data Processor under this Agreement. This Agreement has been drafted in, and shall be construed in, the English language. Any translation of this Agreement prepared by either party is for convenience only. If there is any contradiction between the English language version and any such translation, then the English language version shall control. Under no circumstances shall Epiq's performance, or the delivery of the Software, be construed as Epiq or its employees being engaged in the practice of law, rendering legal opinions, or providing legal advice or private investigative services to Client. Epiq has expressly advised Client that Epiq and its employees are not representing Client, not providing it legal advice, and not serving as a private investigator.

17. ***Epiq Contracting Entity, Notices, Governing Law, and Venue.*** This Agreement, and any dispute, controversy or proceeding arising out of or relating to this Agreement, or the subject matter hereof, shall be governed by the substantive laws of the State of Delaware without regard to any conflicts of law principles.