<div align="center">**Terms of Service**</div>

Last Revised: January 12, 2026

Onit delivers a broad range of legal technology products and services under the Onit, SimpleLegal, AxDraft, Bodhala, BusyLamp, LawBase, Legal Files Software, and SecureDocs names.

This Subscription and Services Agreement (together with any referenced schedules and attachments, collectively the "Agreement") governs the use of the Services provided by Onit, Inc. or its Affiliate identified on an Order (referred to herein as "**Company**") by the entity identified as "**Customer**" on the Order. This Agreement is effective as of the date set forth on the Order (the "**Effective Date**"). By signing the Order, Customer agrees to the terms and conditions of this Agreement.

1.   Defined Terms.

"**Affiliate**" means an entity that is directly or indirectly controlling, controlled by, or under common control with a party. For purposes of this definition, "control" refers to the power to direct the management or affairs of an entity and "ownership" refers to the beneficial ownership of 50% or more of the voting interests of the entity.

"**AI Features**" means any functionality within the Subscription Services that uses artificial intelligence or machine learning, such as contract extraction, review, invoice processing, chat, and other generative AI features.

"**Company Materials**" means any technology, equipment, information, and materials provided or developed by Company (independently or with Customer's or a third-party's cooperation) on its own initiative and during performance under the Agreement, including without limitation, in the delivery of any Services to Customer, any derivative works thereof, and any Documentation. Company Materials do not include Customer's Confidential Information.

"**Confidential Information**" means the terms of this Agreement and any information that is marked or otherwise designated in writing as confidential at the time of disclosure, or absent a marking that a reasonable person would expect to be confidential under the circumstances, and which is disclosed by a party or its representatives to the other party or its representatives, whether such information was or is shared by the parties in the course of negotiating this Agreement before the Effective Date or thereafter. The Subscription Services, Documentation, Company Materials, and pricing set forth in an Order are Company's Confidential Information. Customer Data is Customer's Confidential Information.

"**Customer Data**" means any data, content or materials that Customer and its Users upload into, enter into, or submit to the Subscription Services, including from Third-Party Applications. Customer Data does not include any component of the Services or Company Materials.

"**Deliverables**" means any software, materials, ideas, deliverables, and items that are conceived, or created by Company's personnel, whether alone or jointly with Customer's or a third-party's cooperation, in connection with providing Professional Services.

"**Discloser**" means the party disclosing its Confidential Information to the other party.

"**Documentation**" means the then-current online reference materials that Company makes generally available to its customers that accompany the Subscription Services.

"**Input**" means data provided by or on behalf of Customer in connection with the Subscription Services, excluding Output.

"**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"**Laws**" means all laws, regulations, rules, court orders or other binding requirements of a government authority that apply to a party, in each case in jurisdictions where Company conducts business and that are applicable to Company's provision of its Services to its customer base without regard for Customer's specific use of the Services.

"**Maintenance and Support**" means the services provided by Company for the Subscription Services located at https://www.onit.com/maintenance-and-support/.

"**Order**" means each separate, written document under which Customer orders the Services listed on the document and may include quantities and duration of the Services and the applicable use, fees, and costs. Each Order becomes a part of this Agreement.

"**Output**" means results, content, or material generated by the AI Features.

"**Personal Data**" means Customer Data relating to an identified or identifiable natural person under applicable Laws.

"**Product Specific Terms**" means the terms for particular Subscription Services located at https://www.onit.com/product-terms/.

"**Professional Services**" means the general consulting, configuration and provisioning, integration, and other professional services identified on an Order or SOW, but do not include Subscription Services.

"**Recipient**" means the party receiving Confidential Information from the other party.

"**Sensitive Data**" means regulated categories of data such as protected health information, payment card data, or government-classified information, unless expressly agreed in writing.

"**Services**" collectively means the Subscription Services, Professional Services and applicable Maintenance and Support.

"**Service Level Agreement**" or "**SLA**" means the service level agreement, if applicable, located at https://www.onit.com/service-level-agreement/.

"**Statement of Work**" or "**SOW**" means the document that describes the Professional Services to be provided. Each SOW incorporates the terms of this Agreement. For purposes of this Agreement, an executed Statement of Work constitutes an Order.

"**Sub-processors**" means the subcontractors and sub-processors located at www.onit.com/sub-processors/, as may be updated from time to time (the "URL"), that Company engages to provide Services on Company's behalf.

"**Subscription Services**" means the subscription-based services identified on an Order. The Subscription Services include the Company's web-based software applications, Documentation, AI Services, Service Level Agreement, and Maintenance and Support but not Professional Services, Deliverables or Third Party Applications.

"**Subscription Term**" means the term for Customer's use of the Subscription Services, including any renewal term, specified in an Order.

"**Subscription Year**" means a 12-month period within the Subscription Term.

"**Suspension Event**" means suspension of the Subscription Services for one of the following events that remains uncured 10 days following Company's written notice to Customer: (a) Customer's undisputed payment obligation is 30 days or more overdue, and remains unpaid, (b) Customer's failure to issue a purchase order, if required, as set forth in this Agreement; or (c) breach of the Usage Rules in Section 4.3.

"**Third-Party Application**" means any product, software, integration, API, add-on or platform not provided by Company that Customer uses with the Subscription Services.

"**Trials and Betas**" means access to the Subscription Services on a free, trial, beta or early access basis.

"**Usage Data**" means Company's technical logs, data and learnings about Customer's use of the Subscription Services, including but not limited to, the number of reports run, the frequency of User logins, location of User logins, types of searches run, and features used.

"**User**" means any individual natural person that Customer designates or grants access to the Subscription Services through a unique user ID issued by Customer. Users may include Customer and its Affiliates' and their employees, or independent contractors, provided that each set of credentials may be used only by a single, individual User.

"**Virus**" means a routine, device or other undisclosed feature, including a so-called time bomb, virus, software lock, drop dead device, malicious logic, worm, Trojan horse or trap or back door or software routine, that is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, or which is intended to provide unauthorized access or to produce unauthorized modifications to the Subscription Services.

2. Services.

2.1   Scope of Agreement. This Agreement sets forth the terms and conditions on which Company will provide its Services to Customer. The Fees, Subscription Term, and other details of Customer's purchase are as set forth in an Order and, as applicable, subject to the Product Specific Terms. A Customer Affiliate may enter into an Order or SOW directly with Company under this Agreement by a mutually executed Order or SOW that references this Agreement. In such event: (i) the Customer Affiliate will be bound by this Agreement and will be fully responsible for its liabilities and obligations under the applicable Order or SOW; and (ii) all references to "Customer" in the Agreement will be deemed references to the Customer Affiliate set forth on the Order or SOW for purposes of defining the rights and obligations of the parties hereunder.

2.2   Subscription Services; Orders. Company will make the Subscription Services and applicable Documentation available to Customer for its internal business purposes ("Permitted Use") throughout the Subscription Term. Company will provide the Subscription Services in accordance with the Maintenance and Support and Service Level Agreement terms.

2.3   Professional Services; SOW. Company will provide the Professional Services related to Customer's use of the Subscription Services that are specified in an SOW. Company is not obligated to provide any professional services beyond those Professional Services set forth in an applicable SOW, unless and until the parties mutually agree in writing to any change order or amendment to such SOW. An Order or Statement of Work may identify additional terms or milestones for the Professional Services. Customer will give Company timely access to Customer personnel and materials reasonably needed for Professional Services. Customer may use the Deliverables Company furnishes as part of the Professional Services only in connection with the Permitted Use.

3.   Fees and Payment.

3.1   Fees; Expenses. Customer will pay the fees for the Subscription Services for the Subscription Term (collectively, "Subscription Fee") and the fees for Professional Services ("Professional Fee"), each as specified in the Order. Collectively, the Subscription Fee and Professional Fee are referred to in this Agreement as "Fees." All Fees are nonrefundable once paid except as expressly otherwise provided in this Agreement and are subject to annual increase. Professional Services will be invoiced as specified in the applicable Order. Customer agrees to reimburse Company for actual, reasonable travel, living, and out-of-pocket expenses incurred in providing Services.

3.2   Payment. Unless otherwise stated in an Order, all invoices are payable net 30 days from the date of invoice in U.S. Dollars. The invoicing process may be specified in an Order or communicated via written notice which may be given via email. Customer will provide any requisite Purchase Order or P.O. number, documentation and/or any invoice portal credentials within 5 business days following execution of the applicable Order, or prior to any renewal, at no cost to Company. Any delay by Customer in issuing its purchase order will not have the effect of extending the payment terms as provided in this Agreement or the respective Order. Failure to timely issue a purchase order as set forth herein may result in a Suspension Event, late payment fees and/or termination of the Agreement.

3.3   Payment Method. Customer will pay all Fees specified in the Order. Customer can choose its payment method as credit/debit card, electronic funds transfer (EFT), bank transfer, or Automated Clearing House (ACH). If a credit/debit card is leveraged, Customer authorizes Company to charge Customer's credit/debit card for all Fees payable during the Subscription Term and for any renewal, including a 3% transaction fee (where eligible) for each credit card payment and any actual fees charged by such vendors. Customer further authorizes Company to use a third party to process payments and consents to the disclosure of Customer's payment information to such third party.

3.4   Taxes. Fees and expenses are exclusive of, and Customer is responsible for, any sales, use, GST, value-added, withholding or similar taxes or levies that apply to its Orders or SOWs, whether domestic or foreign, other than Company's income tax. If Company is legally required to pay or collect any taxes for which Customer is responsible hereunder, Company may bill and collect such amounts from Customer in addition to the Fees otherwise payable hereunder. If Customer is exempt from sale and use taxes, Customer will provide to Company, in advance, any applicable tax exemption certificates.

3.5   Late Payments; Suspension. Late payments are subject to a charge of 1.5% per month or the maximum amount allowed by Law until paid in full. Customer is responsible for any collection costs due to non-payment. Company may also suspend Customer's access to the Services due to a Suspension Event. Company is not required to give prior notice of exigent circumstances or for a suspension made to avoid material harm or violation of Law. Once the Suspension Event is resolved, Company will promptly restore Customer's access to the Services in accordance with this Agreement.

3.6   Disputes. If Customer disputes in good faith any portion of an invoice, Customer will timely pay the undisputed portion of the applicable invoice and timely submit written notice of the dispute within 30 days from the due date of the invoice, specifying in reasonable detail the nature of and amount in dispute (in addition to payment all other undisputed invoices which become due). If the parties cannot resolve a dispute within 60 days of the due date of the invoice, either party may pursue any remedy available pursuant to this Agreement to enforce its rights hereunder.

4.   Provision and Use of Subscription Services.

4.1   Authorized Users. Customer may designate Users as set forth in this Agreement. Customer is responsible for all use and misuse of the Subscription Services that occurs under Users' login credentials and for any breach of this Agreement by any Users. Customer will promptly notify Company of any unauthorized access or use of which Customer becomes aware.

4.2   Permitted Use. Customer and its Users may only access and use the Subscription Services, Company Materials, Documentation, and Deliverables for the Permitted Use. This includes the right to make copies of the provided Deliverables for the Permitted Use but not the right to distribute Deliverables or any copies of them.

4.3   Usage Rules. Customer will not (and will use diligent efforts to ensure that its Users do not):

(a)   "frame," distribute, resell, sublicense, rent, or permit access to the Subscription Services (in whole or part) by any third party other than for its intended purposes or use the Subscription Services to provide hosted or managed service to others;

(b)   permit multiple Users to access the Subscription Services using a single email address and password;

(c)   use the Subscription Services other than in compliance with applicable Laws;

(d)   interfere with the Subscription Services or disrupt any other user's access to the Subscription Services;

(e)   reverse engineer, decompile, attempt to gain unauthorized access to the Subscription Services, or attempt to discover the underlying source code or structure of the Subscription Services, except to the extent that these restrictions are prohibited by Laws and then only upon advance notice to Company;

(f)   knowingly submit to the Subscription Services any content or data that is defamatory, harassing, discriminatory, infringing of third party intellectual property rights, or unlawful;

(g)   submit to the Subscription Services any Virus;

(h)   use any robot, spider, data scraping or extraction tool or similar mechanism with respect to the Subscription Services;

(i)   conduct security or vulnerability tests of the Subscription Services; or

(j)   use the Subscription Services to develop a competitive product. Breach of this Section, based upon Company's reasonable belief, may result in a Suspension Event.

4.4   Company APIs. Company may make its application programming interfaces (APIs), API access tokens, HTML scripts, data import tools, or other related software available to Customer as part of the Subscription Services (collectively, "Company APIs"). Company authorizes Customer to use any such Company APIs set forth in the applicable Order during the Subscription Term solely to access and use the Subscription Services for the Permitted Use, subject to the fees and restrictions on API usage that are set forth in the applicable Order. Customer agrees not to distribute, disclose or make available the Company APIs to any third party or (unless the parties separately agree otherwise in writing) to distribute, disclose or make available any software application or website that incorporates or calls the Company APIs.

4.5   Sub-processors. Customer agrees that Company may use Sub-processors, including to host and access Customer Data, in order to assist Company in providing the Services. Sub-processors are subject to confidentiality obligations substantially as protective of the Customer Data as set forth in this Agreement. Company will be responsible for any breach of this Agreement by a Sub-processor acting on Company's behalf in connection with the Services. Customer agrees to subscribe to the email update service set forth on the URL and maintain an up-to-date email address to receive updates (each a "Sub-Processor Update"). If Customer objects, on a reasonable basis, to a new Sub-processor that is added via a Sub-processor Update, Customer will provide written notice to Company at Legal.notices@onit.com within fifteen (15) days after receipt of such Sub-processor Update, specifying in detail its objection to such Sub-processor. The parties will work together without unreasonable delay to recommend an alternative arrangement. If a mutually acceptable and reasonable alternative arrangement is not agreed, Customer may terminate the affected Services without penalty. This termination right is Customer's sole and exclusive remedy if Customer objects to any new Sub-processor. This provision does not limit any additional terms for Sub-processors under a DPA.

4.6   Usage Data. Company may collect and use Usage Data to operate, improve, secure, and support the Subscription Services and for other lawful business purposes. Usage Data will be handled in accordance with industry-standard security practices. Company will not disclose Usage Data externally unless it has been de-identified so that it does not identify Customer or its Users. For clarity, Customer Data excludes Usage Data.

4.7   Company Usage Based Fees. For each usage-based Subscription Services subscribed to in an Order, if Customer's usage exceeds the tier maximum for the tier in which Customer is charged in any Subscription Year, Company will realign Customer to the applicable higher tier and invoice Customer for the difference between the current tier's Subscription Fee and the higher tier's Subscription Fee. If Customer's usage exceeds the highest tier on the Order [and no fee identified], the parties will negotiate an appropriate Subscription Fee in good faith via an amendment to the Order.

4.8   Audit Rights. Company may audit Customer's use of Subscription Services, and on 15 days' advance written notice, Company may request reasonable assistance from Customer. Customer will cooperate with the audit, including by providing access to any books, computers, records, or other information that relate or may relate to use of Subscription Services. Such audit will not unreasonably interfere with Customer's business activities. If Company discovers unauthorized use, reproduction, distribution, or other exploitation of Subscription Services more than by 5% of the fees that would have applied to authorized exploitation, Customer will reimburse Company for the

reasonable cost of the audit, or of the next audit in case of discovery without an audit, in addition to such other rights and remedies as Company may have. Company may not conduct an audit more than once per year. Customer's books and records disclosed pursuant to an audit will be considered Customer's Confidential Information pursuant to Section 8 below unless Customer informs Company to the contrary in writing.

4.9   Feedback. If Customer gives Company feedback regarding improvement or operation of the Services ("Feedback"), Company may use the Feedback without restriction or obligation. All Feedback is provided "AS IS" and Company will not publicly identify Customer as the source of the Feedback without Customer's permission. Unless mutually agreed in writing, Company has not agreed to and does not agree to treat as confidential any Feedback Customer provides to Company and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Company's right to use, profit from, disclose, publish, keep secret or otherwise exploit Feedback, without compensating or crediting Customer. Feedback will not be considered Customer's Confidential Information or Intellectual Property Rights.

4.10   Security. Company will maintain commercially reasonable administrative, technical and procedural safeguards designed to safeguard the Customer Data from unauthorized access, disclosure or loss.

4.11   DPA. To the extent applicable, Personal Data will be Processed in accordance with the Data Processing Agreement ("DPA") available at https://www.onit.com/data-processing-addendum-for-the-onit-companies/.

4.12   Trials and Betas. Company may offer optional Trials and Betas. Use of Trials and Betas is permitted only for Customer's internal evaluation during the period designated on the Order (or if not designated, 30 days). Either party may immediately terminate Customer's use of Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete or include features never released. Notwithstanding anything else in the Agreement, Company offers no warranty, indemnity, SLA or Support for Trials and Betas and its liability for Trials and Betas will not exceed US $1,000.

4.13   Third Party Applications. Upon Customer's request, Company may integrate with certain Third Party Applications separately licensed by Customer for use in connection with the Subscription Services. These Third Party Applications are not part of the Subscription Services, and this Agreement does not apply to such Third Party Applications, even if Customer elects to integrate Third Party Applications with the Subscription Services. Each Third Party Application is made available exclusively in accordance with the terms and conditions of the end user license agreement accompanying it, and Company has no liability whatsoever with respect to Third Party Applications or any transfers of data to such Third Party Applications.

4.14   No Legal Advice. ONIT IS NOT A LAW FIRM AND DOES NOT OFFER LEGAL ADVICE. Company, including its employees and agents and the Services offered by Company, does not offer any legal advice, recommendations, opinions, representation, referrals, or counseling. Company does not bear any liability in respect of quality or compliance of Customer Data uploaded, automated or generated by Customer.

5.   Customer Data.

5.1   Ownership of Customer Data; Representation. Customer retains all right, title and interest in the Customer Data. Customer is responsible for the content and accuracy of Customer Data. Customer represents and warrants that it has all rights, permissions and consents necessary:

(a)   to collect, store and process all Customer Data, including all Personal Data, in the Subscription Services,

(b)   to grant Company the limited license to use Customer Data as set forth in this Agreement, and

(c)   for any transfer or disclosure of Customer Data among Users or as otherwise authorized by Customer.

If an individual whose Personal Data is hosted by Company in connection with the Subscription Services requests access to their Personal Data, Customer is responsible for providing reasonable access to, modification of, or deletion of their Personal Data and in addition, handling any claims, disputes or proceedings. Company will assist with any of the above at either Customer's or the individual's request at its standard billing rates, subject to execution of an SOW.

5.2   Use of Customer Data by Company. Customer authorizes Company's use of Customer Data to provide and maintain the Subscription Services, and to provide Professional Services and Maintenance and Support to Customer, including without limitation by making Customer Data available for viewing, download and modification by Users. Provided that it has been aggregated with other data and anonymized such that neither Customer nor any individual can be identified as the source of the data to external third parties, Company may use Customer Data for product improvement, analysis, benchmarking, and similar purposes.

6.   Term and Termination.

6.1   Term of Agreement. This Agreement begins on the Effective Date and will remain in effect until terminated as set forth herein (the "Term"). Either party may terminate this Agreement in its entirety at any time and for any reason if there is no Order then in effect by providing 10 days prior written notice to the other party. If no Order is in effect for more than 60 days, this Agreement will automatically terminate.

6.2   Term of Order. Each Order is in effect for the Subscription Term specified in the Order. If the Order is silent, such Order will automatically renew for successive one-year periods unless either party notifies the other of non-renewal at least 45 days prior to the end of the current Subscription Term.

6.3   Termination for Cause. Either party may terminate an individual Order or this Agreement in its entirety, immediately if the other:

(a)   fails to cure a material breach of this Agreement, if capable of cure, within 30 days after notice from the other party specifying the nature of the breach;

(b)   ceases operation without a successor; or

(c)   seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if such proceeding is instituted against that party and not dismissed within 60 days.

6.4   Effect of Termination. Upon expiration or termination of an individual Order or this Agreement for any reason:

(a)   with respect to termination of the entire Agreement, all Orders will concurrently terminate;

(b)   all rights and obligations of the parties under this Agreement will cease except as set forth in Section 6.6 (Survival);

(c)   subject to Section 6.5 (Data and Export Deletion), Customer will have no further right to use the Subscription Services under the terminated or expired Order;

(d)   Customer will not be entitled to any refund of fees paid except if Customer terminates pursuant to Section 6.3 (Termination for Cause) or Section 9.4 (Remedies); and

(e)   subject to Section 6.5 (Data and Export Deletion), each party will destroy all Confidential Information of the other party in its possession received under this Agreement and will not make or retain any copies of such Confidential Information except as required to comply with any applicable Laws or reasonable internal record-keeping or information technology policies.

Notwithstanding the foregoing in subsection 6.4(e), non-destruction of electronic copies of materials containing or reflecting Confidential Information that are automatically generated through data backup or archiving systems will not be deemed to violate this Agreement, so long as the Confidential Information contained therein is not disclosed or used in violation of the other terms of this Agreement.

6.5   Data Export and Deletion. For 30 days following:

(a)   termination of this Agreement;

(b)   expiration or termination of an Order; or

(c)   as otherwise agreed in writing by the parties pursuant to a Statement of Work (each an "Export Period"), Customer will be granted access to the Subscription Services for the purpose of exporting Customer Data from the Subscription Services using the built-in functionality to export such data during the Export Period.

Following conclusion of the Export Period, Company will delete the Customer Data in the Subscription Services in accordance with Company's then-current retention policy. During the Export Period, the terms of the Agreement will continue to apply to each party.

6.6   Survival. The following Sections survive any such termination or expiration: 1 (Defined Terms), 3 (Fees and Payment) (with respect to amounts accrued but unpaid as of the effective date of termination), 4.5 (Sub-processors), 4.6 (Usage Data), 4.9 (Feedback), 4.10 (Security), 4.11 (DPA), 4.14 (No Legal Advice), 5 (Customer Data), 6.4 (Effect of Termination), 6.5 (Data Export and Deletion), 7 (Intellectual Property), 8 (Confidentiality), 9.1 (General), 9.5 (Disclaimer), 10 (Liability Limitation; Damages Exclusion), 11 (Indemnification), and 13 (General).

7.   **Intellectual Property.** As between the parties, Company retains all right, title and interest in and to:

(a)   the Subscription Services (including but not limited to the underlying software, source code, design modules, organization, format, algorithm, and other technology used to provide it and derivatives thereto) and all Intellectual Property Rights therein;

(b)   all electronic and print Documentation and other content and data (excluding Customer Data) made available through the Subscription Services; and

(c)   Professional Service Deliverables.

Except for Customer's rights to access and use the Subscription Services set forth in this Agreement, nothing in this Agreement licenses or conveys any of Company's Intellectual Property Rights to anyone, including Customer.

8.   Confidentiality.

8.1   <u>Use and Protection</u>. Recipient will:

(a)   use Confidential Information only to fulfill its obligations and exercise its rights under this Agreement;

(b)   not disclose Confidential Information to third parties without Discloser's prior approval, except as permitted in this Agreement; and

(c)   protect Confidential Information using at least the same precautions it uses for its own similar information and no less than a reasonable standard of care.

8.2   <u>Permitted Disclosures</u>. Recipient may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know (including, Sub-processors for Company), provided it remains responsible for their compliance to confidentiality obligations no less protective than as set forth in this Agreement.

8.3   <u>Exclusions</u>. These confidentiality obligations do not apply to information that Recipient can document:

(a)   is or becomes public knowledge through no fault of Recipient;

(b)   it has rightfully known or possessed, without confidentiality restrictions, prior to receipt from Discloser;

(c)   it rightfully received from a third party without confidentiality restrictions; or

(d)   it independently developed without using or referencing Discloser's Confidential Information.

8.4   <u>Remedies</u>. Breach of this Section 8 may cause substantial harm for which monetary damages are an insufficient remedy. Upon breach of this Section, Discloser is entitled to seek appropriate equitable relief, including an injunction, in any court of competent jurisdiction in addition to other remedies.

8.5   <u>Required Disclosures</u>. Recipient may disclose Confidential Information to the extent required by Laws. If permitted by Law, Recipient will give Discloser reasonable advance notice of the required disclosure and reasonably cooperate, at Discloser's expense, to obtain confidential treatment for the Confidential Information. Notwithstanding such required disclosure, the disclosed Confidential Information shall continue to be treated as Confidential Information between the parties.

9.   **Representations and Warranties; Disclaimer.**

9.1   <u>General</u>. Each party represents and warrants that:

(a)   it has the necessary authority to enter into this Agreement;

(b)   it will comply with all Laws including all applicable anti-corruption laws including, but not limited to, the Foreign Corrupt Practices Act of 1977 of the U.S., as amended and the UK Bribery Act 2010; and

(c)   it will use appropriate industry standard measures to avoid introducing Viruses into the Subscription Services.

9.2   <u>Limited Warranty for Subscription Services</u>. Company warrants that the Subscription Services will operate substantially as described in the Documentation and Company will not materially decrease the material functionality of the Subscription Services during a Subscription Term ("Performance Warranty").

9.3   <u>Limited Warranty for Professional Services</u>. Company warrants that the Professional Services will be provided in a professional, competent and skilled manner (the "Professional Services Warranty").

9.4   Remedies.

(a)   Customer must notify Company in writing of any alleged failure by Company to comply with:

    (i)   the Performance Warranty within 30 days of Customer's discovery of the non-compliance, or

    (ii)   the Professional Services Warranty within 30 days of delivery of the Deliverable (each 30-day period, a "Claim Period").

(b)   Once notified, Company will:

    (i)   use commercially reasonable efforts to cure or correct such failure; and

    (ii)   if Company is unable to cure or correct such failure within a reasonable time period or it is not commercially economically feasible, either party may terminate the Order as relates to the non-conforming Services, in which case Company will refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term (for the Performance Warranty) or for the non-conforming Professional Services (for the Professional Services Warranty).

This Section sets forth Customer's exclusive remedies and is Company's sole liability for breach of the Performance Warranty or Professional Services Warranty.

9.5   Disclaimer. Customer acknowledges that, as an internet-delivered software application, the Subscription Services may experience periods of downtime, including but not limited to Scheduled Maintenance. Except for the limited warranties set forth in this Section 9, Company makes no representations or warranties with respect to the Subscription Services, Documentation, Professional Services, Deliverables, Company APIs, or any data made available through the Services, whether express or implied. Company specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, non-infringement, and accuracy. Company does not warrant that the Subscription Services will be error-free or operate without interruptions or downtime.

10.   Damages Exclusion; Liability Limitation.

10.1   Damages Exclusion. Neither party will be liable for any incidental, consequential, special, indirect, or punitive damages in connection with any claim of any nature arising under this Agreement, even if such party has been given advance notice of such possible damages.

10.2   General Liability Cap. Each party's maximum aggregate liability for all claims of any nature arising out of this Agreement, regardless of the number of incidents or causes giving rise to any such liability, will not exceed the fees paid or payable by Customer to Company under the applicable Order during the 12 months preceding the event giving rise to the claim.

10.3   Excluded Claims. The following claims are not subject to Sections 10.1 and 10.2:

(a)   a party's obligations under Section 11 (Indemnification);

(b)   Customer's payment obligations under Section 3 (Fees and Payments); and

(c)   liability cannot be excluded or limited under applicable Law.

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

11.   Indemnification.

11.1   By Company. Company will defend, indemnify and hold harmless Customer and its corporate affiliates, directors, officers, employees, successors, assigns and agents from and against any third party claim, demand or action, and all resulting damages, settlement amounts, penalties, costs and expenses, to the extent such claim, demand or action alleges that the Subscription Services, when used by Customer in compliance with this Agreement, infringes or violates any Intellectual Property Rights of any third party; provided, however, that Company's obligations under this Section 11 will not apply to the extent any infringement or violation arises from:

(a)   use of the Subscription Services in combination with technology or services not provided by Company, if such infringement would have been avoided but for such use, operation or combination;

(b)   Customer Data;

(c)   Company's compliance with designs, specifications or instructions provided by Customer where those designs, specifications or instructions cause the infringement; or

(d)   use by Customer after notice by Company to discontinue use.

This Section constitutes the entire liability of Company, and Customer's sole and exclusive remedy, for any third party claims of infringement or misappropriation arising out of the Services.

11.2   By Customer. Customer will defend, indemnify and hold harmless Company and its corporate affiliates, directors, officers, employees, successors, assigns and agents from and against any third party claim, demand, action, or subpoena and all resulting damages, settlement amounts, penalties, costs and expenses, that arises out of or relates to:

(a)   use the Subscription Services or Documentation in a way that:

   (i)   violates or infringes upon the rights of a third party, including those pertaining to contract, intellectual property, privacy, or publicity; or

   (ii)   effects or facilitates the storage or transmission of libelous, tortious, or otherwise unlawful material including, but not limited to, material that is harassing, threatening, or obscene;

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

(c)   use, or allow the use of, the Subscription Services in violation of Section 12.9 (Export).

This Section constitutes the entire liability of Customer, and Company's sole and exclusive remedy, for any third party claims relating to Customer Data.

11.3   Procedures. The indemnifying party's obligations under this Section are contingent on the indemnified parties:

(a)   promptly providing written notice of the claim to the indemnifying party;

(b)   giving the indemnifying party sole control of the defense and settlement of the claim; and

(c)   providing the indemnifying party, at the indemnifying party's expense, all reasonable assistance in connection with such claim. In no event will an indemnified party be liable for any settlement that admits any fault of or imposes any monetary liability on an indemnified party without its prior written consent.

The indemnified party may participate in a claim with its own counsel at its own expense.

11.4   Mitigation. In response to an infringement or misappropriation claim, if required by settlement or injunction or as Company determines necessary to avoid material liability, Company may:

(a)   procure rights for Customer's continued use of the Subscription Services;

(b)   replace or modify the alleging infringement portion of the Subscription Services to avoid infringement without reducing the Subscription Services' overall functionality; or

(c)   if (a) or (b) are commercially impracticable, terminate the affected Order and refund to Customer the pro-rata amount of pre-paid, unused fees for the terminated portion of the Subscription Term calculated from the effective date of termination.

12.   Artificial Intelligence Terms.

12.1   Data Use; Privacy. Company may use Customer Data and Usage Data in de-identified and aggregated form to operate, maintain, improve and enhance AI Services, including safety, quality, and performance. Company will not disclose Customer's identity or Confidential Information to other customers through such use. In connection with the AI Features, Company will not permit third-party model providers to use Input to train their models for the benefit of others, except in de-identified or aggregated form necessary to operate the Subscription Services.

12.2   Output; Ownership; Retention. To the extent legally permissible, Company makes no claim of ownership to the Output and will not contest claims of ownership by Customer. Company retains all Intellectual Property Rights in and to the AI Features, models, algorithms, documentation, improvements, and derivative works. Company has no obligation to retain or recreate Output unless the Subscription Services expressly provide retention, and it is enabled.

12.3   Accuracy & Reliance Disclaimers. Output is machine-generated and may be incomplete, inaccurate, biased, or unsuited to Customer's purpose. Customer is solely responsible for review and reliance, including obtaining legal or other professional advice as appropriate. Company is not liable for decisions or actions taken by Customer based on Output, Customer's prompts or configuration, costs from Customer's excessive use contrary to Section 12.6, or prohibited inputs under Section 12.7. Given the predictive and fast evolving nature of AI Features,

(a)   Company cannot guarantee that Outputs will be 100% accurate and/or free from hallucinations or will accurately or completely reflect facts; and

(b)   Outputs may not be unique, and others may receive similar Outputs from the AI Features.

12.4   Changes. Company may improve, replace, or deprecate models or prompts without material reduction of core functionality.

12.5   No Warranties for AI or Output. The AI Features and any Output are provided "as is" and "as available." To the maximum extent permitted by law, Company disclaims all warranties, express or implied, including accuracy, merchantability, fitness for a particular purpose, non-infringement, and error-free or uninterrupted operation with respect to the AI Features and Output.

12.6   Fair Use and Enforcement. To the extent specific thresholds are not stated in an Order, Customer's use must remain within fair and reasonable limits as determined by Company. Company will use commercially reasonable factors to determine excessive use, including but not limited to prevailing norms and operational impact, volumes, or patterns materially higher than prevailing norms across Company's client base, or activity causing disproportionate system load or costs. Company reserves the right to throttle or temporarily suspend AI Features until usage is aligned or Customer upgrades to an appropriate tier. If abuse threatens platform stability or security, Company may take immediate protective action and will notify Customer promptly. Company may charge overage fees at then-current rates for sustained overuse after notice where an upgrade is declined.

12.7   Acceptable Use and Prohibitions. Customer will use AI Features only for legitimate internal business purposes within the scope of the Subscription Services. Customer will not:

(a)   use AI Features to train, fine-tune, or develop other artificial intelligence systems;

(b)   use AI Features for spamming, illegal activity, or to degrade service performance for others;

(c)   use AI Features outside the scope of the purchased Subscription Services;

(d)   cause the AI Features to be considered high-risk as defined under applicable Law, including without limitation any use that involves the making (or is a substantial factor in making), a decision that has a material legal or similarly significant effect any individual, or the provision or denial to any individual of, or the cost or terms of, health care or other services;

(e)   use AI Features in any manner inconsistent with the terms agreed in an Order or DPA; or

(f)   benchmark for publication input Sensitive Data unless expressly, reverse-engineer models, or circumvent usage controls.

12.8   Service Levels and Support. Unless an Order expressly states otherwise, no service level agreements or uptime commitments apply to AI Features, including add-ins or Company's third-party integrations.

12.9   Third-Party AI Providers. Company may use third-party model providers or infrastructure. Company is not responsible for external outages or changes beyond its control but will use commercially reasonable efforts to maintain continuity or substitute comparable services.

13.   General.

13.1   Notices. All notices under this Agreement must be in writing and sent via confirmed electronic mail. Notices will be deemed given 1 business day after being sent with confirmed receipt. Notices must be addressed: if to Company, to Attn: Legal, at legal.notices@onit.com; and, if to Customer, to Attn: Legal at the contact email address set forth on the signature page (or if no email address is provided, to the physical address set forth on the signature page in which case notices will be deemed given 5 business days after being sent). Company may also send operational notices through the Subscription Services.

13.2   Assignment. Either party may assign its rights and obligations under this Agreement to:

(a)   an Affiliate;

(b)   in the event of a change in control; or

(c)   to a purchaser of its business entity or substantially all of its assets or business to which rights and obligations pertain without the other party's consent, provided that:

(i)   the assignee is solvent or otherwise able to pay its debts as they become due;

(ii)   the assignee is not a competitor of the non-assigning party; and

(iii)   the assignee agrees in writing to be bound by the terms and conditions of this Agreement.

The assigning party must provide timely written notice of such assignment to the non-assigning party. Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

13.3   Publicity. Neither party will use the other party's name, logo or trademarks in any public communication without the other party's prior written consent.

13.4   Force Majeure. Except for the payment of monies due hereunder, neither party is liable to the other for any conditions outside of its control including, but not limited to, failure of a portion of the power grid, failure of the Internet, acts of nature, strikes and other labor disputes, natural disasters such as floods, earthquakes, typhoons and epidemics, wars, government acts, terrorist acts, riots, revolutions, sabotage, or other events of a magnitude or type for which precautions are not generally taken in the industry.

13.5   Governing Law. This Agreement is governed by the internal laws of the State of Delaware, without regard to its conflicts of law rules.

13.6   Internal Dispute Resolution. For any dispute arising out of or relating to this Agreement, the parties will first attempt to resolve the dispute through good faith negotiations between the senior leadership of each party having authority to settle the dispute. Either party may issue written notice to the other party of an "invitation to negotiate." If the dispute is not resolved directly by the parties within 30 days of an invitation to negotiate being issued (unless otherwise extended by mutual written agreement of the parties), then each party is entitled to seek to obtain all remedies available at Law.

13.7   Independent Contractor. Each party is an independent contractor to (and may not act on behalf of or bind) the other.

13.8   Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. For clarification, even though an employee of an Affiliate may be a User under this Agreement, an Affiliate may not bring a claim against Company arising from, based on, or under this Agreement unless such Affiliate has entered into its own Order directly with Company.

13.9   Export. Customer will not submit to the Subscription Services any data controlled under the US. International Traffic in Arms Regulations. Each party:

(a)   will comply with all export and import Laws in performing this Agreement; and

(b)   represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country subject to a U.S. government embargo or designated by the U.S. government as a "terrorist supporting" country.

13.10   Waiver and Severability. The waiver of any breach of any provision of this Agreement will be effective only if in writing, and no such waiver will operate or be construed as a waiver of any subsequent breach. If any provision of this Agreement is held invalid, illegal or unenforceable, it will be limited to the minimum extent necessary, so the rest of the Agreement remains in effect.

13.11   Counterparts; Electronic Delivery. This Agreement may be executed in counterparts. This Agreement may be executed and delivered via electronic transmission, including utilizing electronic signatures, which will have the same force and effect as if it were executed and delivered by the parties simultaneously in the presence of one another.

13.12   Entire Agreement.

(a)　　This Agreement, together with the applicable Order or Statement of Work, represents the entire agreement between Company and Customer with respect to Customer's use of the Services. As between Company and Customer, this Agreement expressly supersedes:

　　(i)　　any terms or conditions stated in a Customer purchase order or similar document, whether submitted or executed before or after the Effective Date; and

　　(ii)　　any other contemporaneous or prior agreements or commitments regarding the Services or the other subject matter of this Agreement.

(b)　　If there is a conflict between the terms of this Agreement, any Order, the DPA or any amendment to the foregoing, the order of precedence is:

　　(i)　　any amendment;

　　(ii)　　the DPA;

　　(iii)　　the Agreement; and

　　(iv)　　an Order unless the terms set forth in an Order specifically states that it overrides the specific terms of the Agreement.

(c)　　Company may update this Agreement from time to time by posting amended terms that become applicable to the parties on the first day of the next Subscription Year. An Order may only be modified in a written amendment or agreement executed by an authorized representative of each party.

END