

Definitions

"Appendix/Appendices" means any/all of the attached SOWs, the Master General Business Terms referenced at Appendix 1, the AI terms referenced at Appendix 2 and any other additional appendices which are attached to or form part of this Agreement.

"Client Material" means all material and data provided by Client or its clients to Consilio for Consilio's performance of any of the Services under a Statement of Work along with any material created to facilitate the performance of any of the Services under a Statement of Work, including, but not limited to, image files, database files, indices, third-party loaded data and any review workspaces created for the matter.

"Consilio Group Company" means CONSILIO GLOBAL (UK) LIMITED, a company incorporated and registered in England and Wales with company number 02862960, whose registered office is 6th Floor 24 Chiswell Street, London, England, EC1Y 4TY and any of the following companies (a) Consilio and all of its subsidiaries, all of its holding companies and each other subsidiary of any of its holding companies; and (b) Lawyers on Demand Singapore Pte Ltd.

"Consilio Methodology" means the proprietary information, workpapers, methodologies, techniques, processes, tools, products, designs, know-how that Consilio discloses, uses or teaches in the provision of the Services under a SOW, including such information as existed prior to the delivery of the Services and, to the extent such information is of general application, anything which Consilio may discover, create or develop during its provision of Services for Client.

"Consilio Software" means the proprietary software programs used by Consilio to provide the Services.

"Consilio System" means the Consilio Software, Consilio Methodology and hardware used by Consilio in the performance of the Services.

"Data Protection Legislation" means all applicable data protection and privacy laws, regulations, and binding guidance worldwide that govern or relate to the Processing of Personal Data under this Agreement, including, without limitation, and in each case as amended, repealed, consolidated, replaced, or newly enacted from time-to-time: (i) the General Data Protection Regulation (EU) 2016/679 ("GDPR"), the UK Data Protection Act 2018, Part 2, Chapter 3 ("UK GDPR"), and the Swiss Federal Act on Data Protection ("FADP"); (ii) the California Consumer Privacy Act of 2018 (as amended by the California Privacy Rights Act of 2020) ("CCPA"), and other applicable United States federal and state privacy laws, including but not limited to the Virginia Consumer Data Protection Act ("VCDPA"), the Colorado Privacy Act ("CPA"), the Connecticut Data Privacy Act ("CTDPA"), and the Utah Consumer Privacy Act ("UCPA"); (iii) the data protection and privacy laws of Australia (Privacy Act 1988), Canada (including the Personal Information Protection and Electronic Documents Act ("PIPEDA")), China (Personal Information Protection Law ("PIPL")), Singapore (Personal Data Protection Act ("PDPA")), Hong Kong (Personal Data (Privacy) Ordinance (PDPO Cap 486), India (Digital Personal Data Protection Act, 2023), and Japan (Act on the Protection of Personal Information ("APPI")); and (iv) any other applicable data protection or privacy laws, regulations, or legally binding requirements in any jurisdiction where Personal Data is Processed or where the Parties operate.

"Deliverables" means all reports, data compilations, analyses, summaries, software outputs, documents, and other materials (in any form or medium) created, developed or provided by Consilio for the Client under a SOW, excluding any Consilio Systems or Consilio Methodology except to the extent expressly incorporated in such Deliverables.

"pinqDR" means an online arbitration platform that enables fast and cost-effective dispute resolution for business (for more info: <https://pinqdr.com/>).

"Services" means the services agreed upon by the parties as set forth in one or more SOWs.

Services

1. You ("**Instructing Client**") confirm that you are acting on your behalf and, as appropriate:
 - a. for and on behalf of your end client (being any entity to which you provide the Services (or benefit thereof) to which this Agreement applies) ("**End Client**"); and/or
 - b. for and on behalf of any company in the same group of companies as or sharing the same ultimate parent or otherwise affiliated with the Instructing Client or the End Client ("**Client Affiliate**"), together or individually "**Client**," "**you**," "**your**".
2. The Consilio Group Company providing Services to the Instructing Client ("**Consilio**") and the Instructing Client agree that all Services will be governed by the terms of the Engagement Letter, these Master Business Terms and all Appendices, (together, "**Agreement**"). Unless expressly stated otherwise in this Agreement, in the event of any inconsistency between these Master Business Terms and the terms of an Appendix, these terms shall prevail.
3. Consilio shall supply its Services to the Instructing Client with reasonable care and skill in accordance with the scope of the Services provided in writing by Consilio and agreed to be supplied by Consilio and shall use reasonable endeavours to meet any performance dates, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services unless otherwise stated in the SOW.

4. The Instructing Client shall:
 - a. co-operate with Consilio in all matters relating to the Services;
 - b. provide Consilio, its employees, agents, consultants and subcontractors access to its premises and other facilities as may be required by Consilio to provide the Services;
 - c. provide Consilio with such information and materials as Consilio may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - d. obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
 - e. to the extent it is advising an End Client(s) or Client Affiliate(s) on a privileged basis and/or to the extent that privilege may apply in any other form in relation to the Services, it is the Instructing Client's responsibility to ensure that any such privilege extends to communications between itself, the End Client(s), the Client Affiliate(s) and Consilio whether marked as privileged or not and to advise Consilio clearly and explicitly in writing of any steps it is required to take to assist in compliance with the law in this regard, as well as any court orders or similar.
5. Subject to any express terms to the contrary in this Agreement, any variation or addition to this Agreement must be agreed in writing. Consilio may accept oral or email instructions from the Instructing Client or End Client as to non-material variations in the performance of particular Services and shall be entitled (in its sole discretion) to amend the scope of the Services if necessary to comply with any applicable law, court order, policy or regulatory requirement.
6. Consilio may subcontract parts of the Services but will remain responsible to the Instructing Client for the performance of any subcontracted obligations.

Confidentiality

7. In the absence of an express alternative confidentiality agreement between the parties, and unless disclosure is required by law, a party ("**Receiving Party**") shall keep in strictest confidence all technical or commercial know-how, specifications, inventions, data (including personal data) processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("**Disclosing Party**"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain.
8. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors or affiliates as need to know it for the purpose of discharging the Receiving Party's obligations under this Agreement and shall ensure that such employees, agents or subcontractors are subject to confidentiality obligations corresponding to those which bind the Receiving Party and meet with Data Protection Legislation. For the avoidance of doubt, no party shall use the other party's confidential information for any purpose other than to exercise its rights or perform its obligations under or in connection with this Agreement. This clause shall survive termination, completion of the Services, or expiry of this Agreement.
9. These confidentiality obligations shall survive the termination or expiry of this Agreement and continue for a period of two (2) years thereafter.

Intellectual Property Rights ("IP Rights")

10. All IP Rights in the Client Materials shall remain vested in the Client. Nothing in this Agreement transfers any such rights to Consilio. Consilio shall have a non-exclusive, non-transferable licence to use the Client Materials solely for performing the Services.
11. All IP Rights in the Consilio Systems and Consilio Methodology shall remain vested in Consilio. The Client shall have no right to access or use the Consilio Systems except as expressly permitted under this Agreement and/or the relevant SOW. No rights are granted to obtain or receive copies of the Consilio Systems.
12. Where any Deliverables incorporate Consilio Methodology, or such Methodology is required for their use, Consilio grants the Client a non-exclusive, non-transferable, royalty-free, perpetual licence to use the Consilio Methodology solely in connection with the Client's use of the Deliverables. This licence is subject to full payment and the confidentiality obligations in this Agreement.
13. Upon full payment of all undisputed fees under the applicable SOW, Consilio hereby assigns to the Client all IP Rights in the Deliverables, excluding any Consilio Methodology. The Deliverables shall be used solely for the purposes specified in the relevant SOW, including litigation, regulatory and compliance matters. Any other use requires Consilio's prior written consent.
14. Consilio may use any feedback, suggestions or recommendations provided by the Client ("Client Feedback") to improve its systems, services or products. Consilio shall own all IP Rights in any resulting developments. Client Feedback shall not include Client Confidential Information or personal data.

Data Protection

Appendix 1 - Master General Business Terms

15. In these Terms, "**Personal Data**", "**Controller**", "**Processor**", "**Data Subject**", "**Supervisory Authority**", "**The Commissioner**", "**Personal Data Breach**" and "**Processing**" have the same meaning as in the Data Protection Legislation. The term "**Client Personal Data**" means all Personal Data processed by Consilio in connection with the Services. For the avoidance of doubt, clauses 15 to 19 do not apply to information and data which is not Client Personal Data.
16. Clauses 15 to 19 shall apply wherever Personal Data is given to Consilio by to the Client during the course of the Services. The Client and Consilio acknowledge that, for the purposes of the Data Protection Legislation, the Client is the Controller and Consilio is the Processor in respect of any Personal Data and each party warrants that it shall comply with the Data Protection Legislation in carrying out its obligations as such under this Agreement.
17. Consilio shall process the Personal Data only in accordance with the Client's instructions from time to time and shall not process the Personal Data for any purposes other than those expressly authorised by the Client. In processing the Personal Data, Consilio shall:
 - a. having regard to the state of technological development and the costs of implementing any measures, have in place appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing, and against accidental loss, destruction or damage to ensure a level of security appropriate to (i) the harm that might result from such unauthorised or unlawful Processing or accidental loss, destruction or damage; and (ii) the nature of the data to be protected;
 - b. ensure that its staff who have access to the Personal Data are obliged to keep it confidential;
 - c. not process and/or transfer any personal data in or to any countries outside the UK or to any international organisation without the prior written consent of the other party. Where an international transfer is required, the parties will sign a separate Data Processing Addendum;
 - d. assist the other party in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - e. notify the other party without undue delay (and in any event within 72 hours) of becoming aware of a personal data breach;
 - f. at the written direction of the other party, delete or return personal data and copies thereof to the other party on termination of this Agreement unless required by applicable law to store the personal data; and
 - g. maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the other party or its designated auditors. Upon termination of this Agreement each party shall comply with the other party's reasonable instructions as to the destruction or return of any information conveyed to it by the other party subject to any legal obligations the parties may have regarding the use of such information.
18. Consilio may authorise a third party (sub-contractor) to process the Personal Data provided that the subcontractor's agreement:
 - a. is on terms which are substantially the same as those set out in this Agreement; and
 - b. terminates automatically on termination of this Agreement for any reason.
19. The Client acknowledges that Consilio is reliant on the Client for direction as to the extent to which Consilio is entitled to use and process the Personal Data. Consequently, Consilio will not be liable for any claim brought by a Data Subject arising from any action or omission by Consilio, to the extent that such action or omission resulted directly from the Client's instructions.

Fees and Payment

20. In consideration of the provision of the Services by Consilio, the Instructing Client shall pay Consilio the fees as set out in the SOW within 30 days from the date the invoice without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). The Instructing Client acknowledges that it shall be responsible for paying:
 - a. disbursements for expenses and third-party costs which are reasonably incurred by Consilio in the performance of the Services; and
 - b. VAT and any other applicable duty or taxes.
21. Consilio may increase the fees with effect from each anniversary of the Effective Date to reflect the percentage increase in the Consumer Price Index (UK) in the previous 12-month period.
22. Consilio reserves the right to suspend performance of the Services at any time if the Instructing Client fails to pay any invoice(s) on the due date for payment. Consilio further reserves the right to retain all Instructing Client data (other than Client Personal Data) and materials related to the Services until all outstanding Consilio's invoices have been paid.
23. The Instructing Client further agrees:
 - a. in the event that the invoiced sums are not paid according to Consilio's terms or such other terms and conditions as agreed between Consilio and the Instructing Client, Consilio may charge interest in the amount of 5% per annum above the base rate of the Bank of England on all sums unpaid following the due date for payment;
 - b. to pay all costs of collection including, without limitation, reasonable legal fees; and
 - c. that, if at any time, any sum due to Consilio (excluding any validly disputed sum) has not been paid to Consilio in accordance with this Agreement (and Consilio has notified the Client or Instructing Client in writing of such failure to pay and the required payment remains unpaid within 5 days of such notice), or Consilio reasonably forms the view that the Client or Instructing Client is or is likely to become

unable to pay its debts when they fall due, or any of the circumstances set out in clause 26.b. (insolvency events) occur in relation to the Client, or the Client's credit risk or rating suffers an adverse change in the reasonable opinion of Consilio, or Consilio reasonably forms the view for any other reason that the Client or Instructing Client may have difficulty paying the Fees due or likely to be due to Consilio under this Agreement, then (in addition to all other rights and remedies available to it), Consilio shall be entitled to:

- (i) require immediate payment of all sums due (including uninvoiced sums); and/or
- (ii) shorten the payment terms as it sees fit (and, upon service of notice to this effect, clause 20 of this Agreement will be deemed automatically varied accordingly); and/or
- (iii) to require that payments of some/all of the estimated charges are made in advance on account of the Services to be provided.

- 24. The Instructing Client understands and agrees that payment for Consilio's Services rendered is not contingent or conditional on a particular case outcome or on the Instructing Client's receipt of payment from their own client (where applicable). For the avoidance of doubt, the Instructing Client is solely liable for payment of Consilio's Services in accordance with these terms.
- 25. The Instructing Client understands and agrees that it shall be responsible for any costs associated with Consilio complying with third party requests (such as a requirement to comply with a Court order) in relation to the services.

Termination

- 26. Either party may terminate this Agreement immediately on written notice if the other party:
 - a. Commits any material breach of this Agreement and fails to materially remedy it (if capable of remedy) within 30 days after notice from the other party giving full details of the breach and requiring it be remedied; or
 - b. Is unable to pay its debts as they fall due, is otherwise insolvent, has a receiver, or manager appointed, makes any composition or arrangement with its creditors or is subject to an order, resolution or process for its dissolution or liquidation or is subject to any similar insolvency process or proceeding in any jurisdiction for the purposes of enforcing security, re-organising the party's affairs, liquidating its business or the equivalent.
- 27. The Instructing Client may terminate this Agreement or any SOW for any reason on giving one month's prior written notice to Consilio.
- 28. Consilio may terminate this Agreement immediately if the Instructing Client fails to pay any overdue invoice or for any other reason on giving at least one month's prior written notice to the Instructing Client.
- 29. Upon termination, completion of the Services or expiry of this Agreement, the Instructing Client shall immediately pay to Consilio all of Consilio's outstanding unpaid invoices and interest, and subject to clause 22, Consilio shall either destroy or, if requested to do so and at the Instructing Client's expense, return all data and other materials provided to Consilio pursuant to this Agreement. For the avoidance of doubt, the Client agrees and/or the Instructing Client agrees (on behalf of itself and all Clients) that, where the Client does not communicate its wishes or agree to pay for continued storage of its data or other information, hardware or materials, Consilio is not required to keep the same and may, without liability, destroy or delete all and any of it 28 days after termination of this Agreement, or completion of the Services, howsoever caused, provided always that it has attempted to contact the Client or the Instructing Client first.
- 30. Save in relation to payment obligations, neither party shall be in breach of this Agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for two (2) months, the party not affected may terminate this Agreement by giving (30) days' written notice to the affected party.

Liability

- 31. The following provisions set out the entire financial liability of Consilio in respect of:
 - a. any breach of this Agreement howsoever and whensoever arising;
 - b. any use made by any Client(s) and/or third parties of the Services or any work product or materials associated with the Services; and
 - c. any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission arising under or in connection with this Agreement.
- 32. Nothing in these conditions excludes the liability of Consilio:
 - a. for death or personal injury caused by Consilio's negligence; or
 - b. for fraud or fraudulent misrepresentation.
- 33. Subject to clauses 31 and 32 above, Consilio shall not in any circumstances be liable, whether in tort, contract, misrepresentation (whether innocent or negligent) or otherwise for or in connection with:
 - a. loss of profits or loss of anticipated savings;
 - b. loss of business, agreements or contracts;
 - c. costs, fines, penalties, charges or expenses;
 - d. loss of use or corruption of hardware, software, data or information;
 - e. loss of or damage to goodwill;

- f. indirect loss, consequential loss, pure economic loss, special damages;
 - g. acting in accordance with any Client's instructions (including without limitation where this results in loss of privilege); or
 - h. any breach of warranty, act or omission (including breach of any other obligation under this Agreement) by any Client.
34. Unless the Instructing Client notifies Consilio that it intends to make a claim in respect of an event within the notice period, Consilio shall have no liability for that event. The notice period for an event shall start on the day on which the Instructing Client (or the Client) became, or ought reasonably to have become, aware of the event having occurred and shall expire six (6) months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
35. Subject to clauses 31, 32 and 33 above, Consilio's total liability in contract, tort, misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance of this Agreement shall be limited to 3 times the price paid for the Services.
36. The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement save where expressly included.
37. This entire section shall survive termination, completion of the Services, or expiry of this Agreement.

Warranties

38. Each party warrants that any information provided by it will be accurate and complete in all material respects, that it is entitled to provide the information to the other party for its use as contemplated and that it has notified Consilio and provided clear instructions and guidance where requested on any part of the Services which may involve potential loss of privilege or breach of any court orders or similar.
39. There are no conditions, warranties, representations or terms express or implied that are binding on the parties except as specifically stated.
40. The Instructing Client will defend, indemnify and hold Consilio and its suppliers harmless against any and all claims, damages and costs (including reasonable fees and disbursements) resulting from any Client's breach of this section.

Miscellaneous

41. The Instructing Client acknowledges and agrees that it is contracting with Consilio under this Agreement on its own behalf as principal and not as an agent for any beneficiary or third party. This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, and a person who is not a party to this Agreement shall not have any rights under or in connection with it. For the avoidance of doubt, Consilio shall have no liability to any person other than the Instructing Client.
42. If any term of this Agreement is found to be illegal, invalid or unenforceable under the applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from this Agreement and shall in no way affect the remaining terms.
43. Owing to the nature of data capture, data and equipment may become damaged or destroyed during the provision of the Services by Consilio, Consilio will take commercially reasonable precautions to preserve the equipment and data, but the Instructing Client acknowledges and agrees that Consilio shall not assume responsibility for damage that may occur to the Client's equipment and data during Consilio's provision of data capture services save for damage arising from negligence or breach of contract by Consilio in the provision of such services and subject always to clauses 31 to 37 (inclusive).
44. This Agreement contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties. No representation or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Agreement (unless such untrue statement was made fraudulently or was as to a fundamental matter including as to a matter fundamental to the other party's ability to perform its obligations under this Agreement) and that party's only remedies shall be for breach of contract as provided in this Agreement.
45. Save in relation to payment obligations, neither party will be responsible for any failure or delay in performing its obligations under this Agreement to the extent that this failure or delay is the result of any cause or circumstance beyond its reasonable control.
46. The headings are inserted for convenience only. In the event of any inconsistency or difficulty in interpreting any clause of this Agreement in relation to its heading, the headings shall be deemed not to exist.
47. Unless expressly stated otherwise in the Agreement, any amendment to the Agreement shall only be valid if made by written addendum duly signed by the authorized representatives of both Parties.
48. The fact that either party does not invoke the application of any provision of the Agreement, whether permanently or temporarily, shall not be construed as a waiver of the rights arising from such provision.

49. The Parties elect domicile at their respective registered offices as indicated at the beginning of this Agreement.
50. This Agreement, and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law, and the English courts shall have exclusive jurisdiction over any disputes between the parties.

Governing Law and Jurisdiction

51. The parties agree that in the event of any claims arising under or in relation to this Agreement with a value of £100,000 or less, pinqDR shall be used to finally resolve it in accordance with the pinqDR Rules. The parties agree to the short timetable for arbitration required by pinqDR and shall comply with the timetable applied to any dispute by pinqDR or the Arbitrator. The parties agree that communications and notices shall be validly made to either party if sent to the email addresses set out below:

Consilio: General Counsel, email: legal@consilio.com;

Client: name, email: insert email

52. For claims arising under or in relation to this Agreement with a value of £100,000 or more arising, the English courts shall have exclusive jurisdiction.

A. General Terms Applicable to All AI Services

1. General Terms

- (a) Consilio offers Client's access to artificial intelligence (including generative artificial intelligence) ("AI") tools as part of its Services. These tools may be:
- created by Consilio,
 - acquired through our purchase of a company, or
 - licensed from third party companies.
- (b) Part A of this Appendix explains the general terms that apply to all AI Services regardless of where they come from. These rules apply unless a specific exception is clearly stated.
- (c) Other sections of this Appendix describe the rules for different types of AI Services. If there is a conflict between the general rules and the specific rules for a certain type of AI Service, the specific rules will apply, but only for that type of Service.
- (d) Some of Consilio's AI Services described below use open-source large language models ("LLMs") and other AI tools. These are called "**AI Technology**" in this Appendix. The specific tools used are described in Part B. Third party tools are described in Part C.
- (e) If there's a conflict between this Appendix and the rest of this Agreement, this Appendix will take priority but only for matters related to AI Services.

2. Licence

- (a) These AI Terms only apply if you choose to buy AI Services through a separate SOW.
- (b) For each AI Service that you order under an applicable SOW, Consilio grants you during the term of the SOW a non-exclusive, non-transferable, limited right to access and use that AI Service for your internal business use only. Use of the AI Service is subject to the terms and conditions of this Agreement and the applicable SOW.

3. Personal Data

- (a) To use the AI Services, you agree that you shall use the AI Technology in strict compliance with this Appendix and all applicable laws and regulations. If you become aware of someone (whether an authorised user or not) misusing the AI Technology, you must inform Consilio immediately.
- (b) You are fully responsible for: -
- ensuring that all necessary permissions, lawful rights and fair processing information have been obtained or are in place for us to perform the AI Services,
 - giving individuals all legally required notices about how their data will be used with the AI Services,
 - getting any consents, approvals, or permissions you are required to obtain, and
 - telling individuals, where relevant, that their data may be processed by third-party providers (such as Google or OpenAI) under those providers' privacy policies.
- (c) You agree that you will provide all such notices and obtain any necessary consents before using the AI Services. If the data you provide is covered by data protection or privacy laws, we will enter into a Data Processing Agreement ("**DPA**") with you that meets those legal requirements.

4. Fees for AI Services

The Client will pay fees for AI Services based on the rates listed in the relevant SOW. The Client must pay these fees following the payment rules in clause 20 onwards of this Agreement. Unless the SOW says otherwise, these fees cannot be cancelled and will not be refunded. Where applicable, fees for AI Services may be set out in an AI Services rate schedule referenced or incorporated into the applicable Statement of Work. Any such rate schedule shall form part of this Agreement.

5. Ownership

- (a) You retain ownership of all materials you give to Consilio to use with the AI Services. This includes review notes, sample documents, and documents created using synthetic data. These materials may come from you or your legal team.
- (b) Consilio retains sole ownership of any proprietary elements of the AI Services embedded within, incorporated into, or used to operate the AI Services ("Inputs"). For the purposes of this Appendix, "Inputs" include, without limitation:
- Consilio's prompt libraries;
 - machine learning models;
 - proprietary algorithms;

- decision-making frameworks that guide how AI analyses documents; and
- any instructions, information, criteria, methods, processes, or prompts formulated, refined, or used by Consilio.

Inputs expressly exclude any Client Materials incorporated within such Inputs.

- (c) **“Outputs”** means any information, content, or materials generated by AI based on the Inputs. Ownership rules of the Outputs are set out below.

6. Evaluation, Trial, or Proof-of-Concept Use

- (a) If you use the AI Services for testing, such as an evaluation, trial, or proof-of-concept, Consilio grants you a limited, non-exclusive, non-transferable, and royalty-free right to use the Outputs. You may only use these Outputs internally in order to evaluate the AI Services. We keep full ownership of the Outputs, unless they include Client Materials, or the Client’s confidential information.
- (b) Consilio also keeps all intellectual property rights and ownership of the Outputs, and the AI Services that generate them. You must not use the Outputs during the trial period for production work, legal matters, regulatory or compliance purposes, or any other business operations, unless we give written permission.

7. Paid AI Services

- (a) If you buy AI Services through a SOW and pay all fees owed to Consilio, you become the owner of the Outputs except for any parts that include Consilio’s intellectual property or proprietary information.
- (b) If the Outputs include Consilio’s intellectual property Consilio gives the Client a non-exclusive, non-assignable, royalty-free, perpetual license. You can use this intellectual property only for internal business purposes and only as allowed under the SOW. This includes use for Production, Litigation, Regulatory and compliance work and related business activities.
- (c) You cannot use Consilio’s intellectual property for any other purpose unless we give you written permission in advance.

8. AI Technology

- (a) Consilio or its third-party providers may update, replace, or add to the AI Technology from time to time as part of normal service delivery.
- (b) When data is processed using AI Technology, it may be handled outside of Consilio’s usual data centre. However, it will always stay within the legal boundaries allowed by applicable laws.

9. Use Restrictions

- (a) Unless this Agreement or a SOW clearly allows it, you must not, and must not allow others to do, any of the following:
- copy, change, or build new tools based on the AI Services or the technology behind them.
 - break down or reverse engineer the AI Services to find out how they work, including the source code, structure, or algorithms.
 - bypass or interfere with any security or technical features.
 - share, rent, lend, or give the AI Services to anyone else.
 - use the AI Services to compare performance, study competitors, or help build a competing product or service.

10. Warranties and Disclaimers

In addition to the warranties and disclaimers set forth in the Agreement:

- (a) AI Services will be performed with reasonable skill and care and in line with good industry practice.
- (b) AI Services operate based on Inputs provided by humans. Client acknowledges and agrees that Outputs are impacted by the quality of Client Materials and Inputs. In addition, some AI Technology is experimental, and some files and data types may be incompatible with AI Technology. AI Technology is not intended to replace the work of humans and client remains responsible for monitoring, verifying, reviewing, and validating all outputs.
- (c) Consilio assumes no responsibility or liability for Client’s or its representatives’ or end users’ use of AI Services or any Outputs. While designed for high accuracy, AI Technology may occasionally produce hallucinations or generate content that is incomplete, outdated, or incorrect. Consilio does not guarantee the accuracy, completeness, or reliability of any Outputs, nor does it warrant that Outputs will be free from hallucinations. Client is advised to review Outputs for accuracy and/or final determination of relevancy and responsiveness in the context of litigation, regulatory inquiries, internal investigations, and other legal, compliance, or business-related matters.
- (d) With the exception of the warranties set forth above, the AI Services are offered “as is” without warranty of any kind. Consilio disclaims all warranties, express, implied, or statutory, including without limitation any implied warranties of title, non-infringement of third-party rights, merchantability, or fitness for a particular purpose. No oral or written advice by agents or employees of Consilio may give rise to a warranty.

- (f) Unless otherwise provided in an applicable SOW, AI Technology may be temporarily unavailable due to scheduled maintenance, unscheduled emergency maintenance, downtime by third-party providers or Consilio, or other causes beyond Consilio's reasonable control. Notwithstanding the foregoing, Consilio will use reasonable efforts to provide Client with advance notice of any scheduled service disruption.

11. Liability Limits for AI Services

- (a) Even if other parts of this Agreement say something different, including clauses under Liability, any data processing addendum, or any other agreement between the parties:
- Consilio is not responsible for any indirect, incidental, special, punitive, or consequential damages related to the AI Services. This includes (without limitation) lost profits, business interruption, or reputational harm related to the AI Services.
 - During Evaluation, Trial, or Proof-of-Concept Periods: If the Client is using AI Services on a trial basis, Consilio's total liability will not be more than the amount the Client paid (if any) for those services.
 - For Paid AI Services: If the Client has purchased AI Services under a SOW, Consilio's total liability will be limited to the amount (excluding taxes and expenses) the Client paid under that SOW in the six months before the issue occurred.

B. Proprietary AI Tools

1. Consilio GenAI

- (a) This section only applies if you buy AI solutions that are built and owned by Consilio, these are called "**Consilio GenAI**" in this Appendix.
- (b) Some features in Consilio GenAI use external AI tools, including Microsoft's Azure OpenAI Service, Alibaba's Qwen 2.5, Mistral AI models, and Meta's Llama 3.
- (c) Consilio GenAI runs entirely inside Consilio's private cloud. It does not connect to any outside systems, including third-party environments.
- (d) The external AI tools are separate and do not stay connected to Consilio GenAI. When the Client uses Consilio GenAI, their data stays secure and isolated inside Consilio's private infrastructure.
- (e) Consilio GenAI does not learn on its own (i.e. there is no autonomous learning), keep or store from documents it analyses (except what's needed to deliver the AI Service), train or change any third-party generative AI models.

2. TrueLaw AI

- (a) This section applies only if you buy software-as-a-service ("**SaaS**") solutions developed by TrueLaw, Inc., a company that Consilio acquired in 2025. These AI solutions are referred to as TrueLaw AI.
- (b) TrueLaw AI uses a mix of AI Technology from OpenAI, Google Gemini, and selected open-source large language models. These tools run on Consilio's private infrastructure, and TrueLaw AI operates within a secure Google Cloud Platform environment.
- (c) TrueLaw AI does not engage in autonomous learning, retain Client Materials longer than needed to deliver the AI Services, train or change any third-party generative AI model unless the Client specifically asks Consilio to fine-tune a model using the Client's data. In that case, the resulting model is private and only usable by the Client.

C. Third-Party Licensed AI Tools

1. Relativity aiR Solutions

- (a) This section only applies if the Client orders SaaS products developed by Relativity ODA LLC ("**Relativity**") that use AI tools called aiR Solutions. These tools are provided to you through Consilio's license with Relativity, and they are used on RelativityOne, a cloud-based eDiscovery platform.
- (b) Consilio will handle all support for aiR Solutions. If there's a technical issue Consilio cannot resolve, the Client agrees that Consilio may escalate the issue to Relativity. In that case, Relativity may access the Client's data to help resolve the problem.
- (c) aiR Solutions use AI tools, including some that rely on OpenAI. To use aiR Solutions, you must agree to the Data, Privacy, and Security terms for Azure OpenAI Service, available at: <https://learn.microsoft.com/en-us/legal/cognitive-services/openai/data-privacy>. These terms are part of this Agreement. You understand and agree that your data may be sent to OpenAI when using aiR Solutions.
- (d) **OpenAI Data Retention:** OpenAI does not keep any Client Materials from documents it analyses, except as needed to process the data and as explained in Microsoft's Azure OpenAI Service terms. OpenAI does not use this data to train any generative AI models from Relativity, Microsoft, or any other third party.

2. Everlaw AI Assistant

- (a) This section applies only if you buy SaaS product(s) owned by Everlaw, Inc (“**Everlaw**”) that uses certain AI Technology (“**Everlaw AI Assistant**”) and which are available on Everlaw’s cloud-based eDiscovery platform.
- (b) Consilio will handle all support for Everlaw AI Assistant. If there’s a technical issue Consilio cannot resolve, then you agree that we may escalate the issue to Everlaw in which case Everlaw may access your data to help resolve the problem.
- (c) Ownership Modifications: This section overrides the Ownership paragraph in Part A of this Appendix in respect of the Everlaw AI Assistant.
- Inputs: Inputs are defined as in the paragraph headed “Ownership” but also exclude any prompts or parts of prompts developed by Everlaw. These are considered Everlaw’s property and are not owned by the Client.
 - Outputs: Outputs are defined as in the Ownership paragraph above but will also exclude any Everlaw data that appears in the Outputs. This is in addition to the exclusions already listed in that paragraph
- (d) Use of OpenAI: Everlaw AI Assistant uses AI tools, including some that rely on OpenAI. The Client agrees that OpenAI will act as a sub-processor of Client Materials. To use Everlaw AI Assistant, you must follow OpenAI’s Usage Policy, available at: <https://openai.com/policies/usage-policies>. This policy forms part of this Agreement.
- (e) OpenAI Data Retention Terms: OpenAI does not keep any Client Materials from documents it analyses, except as needed to process the data and as explained in Microsoft’s Azure OpenAI Service terms. OpenAI does not use this data to train any generative AI models from Relativity, Microsoft, or any other third party.

3. AI Licensed by Client – Professional Services

- (a) Upon request, Consilio may provide professional services to support the implementation or use of AI Technology that you have licensed directly from a third party. These services may include configuring, testing or integration. These AI tools are not developed, licensed, or provided by Consilio and the following applies:
- You are the only license holder of the AI Technology.
 - Consilio is not responsible for how the AI Technology works, performs, or complies with laws.
 - Our role is strictly limited to providing support for your implementation and use of the third-party AI Technology.
- (b) You agree that:
- Consilio is not liable for any problems with the AI Technology, including accuracy, reliability, or whether it meets your needs.
 - You agree to indemnify and hold Consilio harmless from any losses or claims arising from the use of the third-party AI Technology, including but not limited to claims related to the functionality, performance, or compliance of the AI Technology.
 - in no event shall we be responsible for any direct, indirect, incidental, consequential, or punitive damages arising from the use of such AI Technology licensed by Client from the third-party owner of the AI Technology.

MATTER NAME:

This Statement of Work ("SOW") is entered by and between Consilio Global (UK) Limited ("Consilio," "we," "us") and CLIENT ("Client" or "you") pursuant to the Master Engagement Letter identified below and effective on the date accepted by Consilio and Client.

1. Master Engagement Title and Letter Dated:

2. Anticipated Dates of Service:

3. Scope of Services:

- Upload and Processing of approximately
- Hosting of approximately
- Consultancy on analytics workflow
- Project Management time from the support team where applicable

Please note that any estimates provided by Consilio in the course of discussions either prior to or after engagements are estimates only and should not be treated as either fixed fees or not to exceed amounts. Consilio will bill for services based on actual volumes of data received and professional services time based on hours recorded and other line items as required.

4. Payment: Client shall pay Consilio the fees and expenses associated with the Services as set out in the attached Rate Sheet according to the terms of the Master Engagement Letter.

5. Additional Description of Services, Assumptions and Approach:

Collection of data, processing, hosting and review as set out above.

6. Description of Data Processing:

The data processing activities carried out by Consilio under this Agreement may be described as follows:

(a) Subject Matter, Nature and Purpose

The provision of the Services including (without limitation):

- Preserve and collect email and other electronically stored information ("ESI")
- Process ESI into a standardized format to enable further handling
- De-duplicate ESI
- Apply date restrictions, search terms, and other culling criteria to the processed ESI
- Load ESI surviving de-duplication and culling criteria into a document review platform for native file review and data analytics
- Host ESI in an accessible software platform
- Export and/or transfer ESI for use in legal matters
- Review of documents brought forward for review

(b) Duration

The duration of the Services.

(c) Data categories

The following types of Client Personal Data may be processed (please specify):

- Surname, first name, suffix
- Contact data (e.g. telephone number, e-mail address)
- Address
- Date of birth
- Contract master data
- Contract billing and payment data
- Bank and credit card account data
- Education and professional qualification
- Information on occupation and employment
- Professional connections
- Nationality
- Personal preferences and interests
- Physical location of the person
- Dates, calendar entries
- Online ID, tracking cookies, IP addresses

The following special categories of personal data may be processed (please specify):

- Data showing racial or ethnic origin
- Political opinions
- Data showing religious or ideological conviction
- Union membership
- Genetic or biometric data

- Health and medical records
- Data on sexual life or sexual orientation
- Police clearance certificates or other data on criminal offences

(d) **Data subjects**

The categories of Data Subjects whose Personal Data may be processed include (please specify):

- Employees of the Client
- Employees of the Client's affiliated companies
- (Potential) customers of the Client (if natural persons)
- Employees of the (potential) Customers of the client
- Business partners of the Client (if natural persons)
- Employees of the business partners
- Visitors of the Client
- Suppliers and subcontractors of the customer (if natural persons)
- Agents, consultants and other specialists (contractors) of the Client

7. **Location(s) Where Services Are to Be Performed:** United Kingdom
8. **Authorized Client Representative Name, Contact Information and Address:**
9. **Contact information for person to whom invoices should be sent:**