

Terms & Conditions

1. Definitions.

(a) **Specific Word or Phrases.** For purposes of this Agreement, unless otherwise defined in this Agreement, capitalised terms shall have the following meanings.

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

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

(iii) **"Client Data"** means the copy of the Original Data delivered to Service Provider.

(iv) **"Client Group Member"** means the Client or any of its Affiliates.

(v) **"Client Systems"** means all information technology infrastructure of Client including equipment, cabling, mobile or other devices, hardware, peripherals, device drivers or computer functional environment, servers, software, database, electronic systems (including database management systems), and networks.

(vi) **"Components"** means third-party software licensed by Service Provider and included with the Services.

(vii) **"Fee Schedule"** refers to the list of prices for the Products and Services fees attached to this Agreement.

(viii) **"Force Majeure Event"** means a cause beyond the reasonable control of the performing party, including riots, epidemics, pandemics, war, government regulations, fire, acts of God, acts of terrorism, cyber-attacks, vendor performance issues, or a service failure of a utility or communication provider.

(ix) **"Loss" or "Losses"** means any and all claims, liabilities, expenses, losses, costs, fines, settlements, penalties or damages, including reasonable court costs and attorney's fees, including all costs and legal fees related to an appeal.

(x) **"Network"** means, whether owned or leased, all information technology infrastructure of Service Provider including equipment, cabling, mobile or other devices, hardware, peripherals, device drivers or computer functional environment, servers, software, database, electronic systems (including database management systems), and networks used by or for Service Provider to access Client Systems or otherwise in connection with the Services.

(xi) **"Original Data"** means the original version of all data and materials of Client.

(xii) **"Original Media"** means any data storage device, including but not limited to any servers, tablets, laptops, hard drives, tapes, USB drives, mobile devices or other storage media.

(xiii) **"Products"** means the hardware delivered to Client.

(xiv) **"Service Provider"** means (i) Epiq; (ii) an Affiliate of Epiq; and/or (iii) an Agent of Epiq.

(xv) **"Services"** means the products and services requested by Client (or Client's counsel on behalf of Client) and specified in cover page to this Agreement, including any software (in executable code and object code form only) used in connection with those products and/or services.

(xvi) **"Third Party"** means each person or entity which is not a party under this Agreement. For purposes of this Agreement, an Affiliate of Epiq is not a Third Party.

(b) **Common Words.** The following words are interpreted as designated: (i) "or" connotes any combination of all or any of the items listed; (ii) where "including," "include" or "includes" is used to refer to an example or begin a list of items, which example or items is not exclusive; (iii) unless context requires otherwise the singular shall include the plural, the plural shall include the singular; and (iv) "specified" requires that an express statement is contained in the relevant document or provision.

2. Purchase of Goods.

(a) To the extent Epiq is so able, Epiq will pass-through to Client (i) all then current license rights for the Products, as such license rights may be modified as agreed between Client and the licensor of the Products; (ii) maintenance and technical support rights provided by all the owner and/or distributors of the Products; and (iii) all then current warranties and indemnities provided by manufacturers and/or distributors of the Products, in connection with the purchase of the Products and Services.

(b) Irrespective of any termination rights herein, once an order is placed by Client to Epiq for the purchase of goods, Client shall have no right to cancel an order once accepted by Epiq.

(c) Client acknowledges that Epiq shall have no obligation to accept returns of any Products or Services sold to Client. Epiq, at its sole discretion, may authorise the return of unused Products or Services. Such returns shall not be made without a return authorisation in writing issued by Epiq.

3. Performance of Work. In connection with any collections or forensics related services provided, although Service Provider will provide such services with reasonable care and skill, there is no guarantee that the data requested by Client can be located or recovered. Notwithstanding the foregoing, (a) there is no guarantee that any data requested by Client can be located or recovered and Service Provider makes no representation or warranty in this regard; (b) Service Provider makes no representation or warranty as to the specific experience, qualifications, capabilities, work quality or work output of any particular individual that is involved in the performance of the Services; (c) Epiq has no liability for (i) any action by Client, its Agents, or a third-party that is negligent or in breach of this Agreement; (ii) failure of or disruptions to any Network; (iii) an actual or attempted modification of any of the Services or Products without written approval by Epiq; (iv) damage, disruption or malfunction of the Network or Epiq IP caused by Client, its Agents, or a third party; or (v) any Force Majeure Event. Without prejudice to any other provision of this Agreement Epiq does not warrant that the Services will be uninterrupted or error-free, that the Services will be secure from unauthorised access or hacking, or that Epiq will correct any of the foregoing issues should they be discovered, although Epiq will use its reasonable efforts to do so. Where the performance of Services requires Service Provider to have access to Client's facilities, Client shall provide all access reasonably required. Service Provider may transfer Client Data within the Network. Client acknowledges and agrees that Service Provider will often take direction from the Client's Agents in connection with providing the Services. The parties agree that Service Provider may rely upon, and Client agrees to be bound by, any requests, advice or information provided by the Client's Agents to the same extent as if such requests, advice or information were provided directly by the Client. Client acknowledges, represents and warrants that all Services are being performed at the ultimate direction of the Client. EXCEPT AS EXPRESSLY SETOUT IN THIS AGREEMENT, THE SERVICES ARE BEING DELIVERED ON AN "AS-IS" BASIS, AND EPIQ DISCLAIMS ALL OTHER TERMS, CONDITIONS, REPRESENTATIONS AND WARRANTIES, HOWEVER IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED TERMS, CONDITIONS, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, SUITABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THIRD-PARTY PRODUCTS, SERVICES (OR RELATED TO THE PERFORMANCE THEREOF) OR SOFTWARE, OR ANY EPIQ IP.

4. Limited License.

(a) As used herein (i) "IP" means all proprietary information and knowledge, patents, copyrights, trademarks, rights in databases, design rights, inventions (whether or not patentable), instruction manuals, on-line help files, concepts, ideas, tools, processes, software, Components, trade secrets and know-how, whether in oral, written, graphic, electronic or machine-readable form; and, (ii) "Epiq IP" means IP owned, developed, or licensed by Epiq, including all Components and IP used by Epiq to deliver the Services, and IP in every translation, portation, modification, correction, addition, extension, upgrade, improvement, compilation, abridgment or other form in which an existing work may be recast, transformed or adapted and also includes IP in any software, technology, methods or processes that a person skilled in the arts would consider to be derived from the Epiq IP or from any Epiq technology, methods or processes protected by applicable intellectual property laws. Client on behalf of itself and its Agents agrees to use Epiq IP provided by Epiq solely for the purposes of the Project to the extent delivered through the Services. Any Epiq IP utilised or developed by Epiq during the course of this Agreement is the exclusive property of Epiq and its licensors who retain all rights, title and interest in and to the Epiq IP. During the term of this Agreement, and provided the Client is not in violation of this Agreement including any payment obligations hereunder, Epiq grants Client a limited, non-exclusive, non-transferable licensed right to use the Epiq IP provided by Epiq to the Client solely to the extent necessary for the Client to use the Services and solely for Client's internal business purposes in connection with the Project. Use of Epiq IP may require acceptance of a click-to-accept end user license agreement in respect of any Epiq IP or Third Party IP incorporated into the work product. Notwithstanding anything provided in this Agreement, Client agrees to all license restrictions applicable to any third-party IP sublicensed by Epiq to Client or which is contained in any Epiq IP. Client Data and Client's own work product created by Client shall (except to the extent that it comprises any Epiq IP) be owned by Client. Client grants Epiq a non-exclusive, non-transferable licensed right to use the Client Data solely to the extent necessary for Epiq to provide the Services to Client and for improvement or enhancement of the Services and for other development, diagnostic and corrective purposes in connection with the Services.

(b) Epiq may collect and analyse data and other information relating to the provision, use, and performance of various aspects of the Services and related systems and technologies (collectively "Usage Data"). Provided such Usage Data is in an Aggregated and Anonymized Form, Epiq will be free (during and after the Agreement Term) to: (i) use such Usage Data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services, and (ii) disclose such Usage Data to others. The term Aggregated and Anonymized Form means the data has been collected from multiple sources and compiled into summary reports that do not identify, and are not capable of identifying, Client or any individual associated with Client, including as the source of such Usage Data. For clarification, Client Data and Client Confidential Information shall not be deemed Usage Data.

(c) Client and its Agents will not, without proper authorisation from Epiq, gain access to Epiq's software or Network, or interfere with, disrupt or violate any of Epiq's policies or procedures relating to the Services, including those affecting the Network. Epiq, in its sole discretion, reserves the right to immediately terminate or suspend the Services if it has a reasonable belief that any of the foregoing is occurring, may occur or is threatened to occur.

(d) Client and its Agents agree not to: (a) modify, adapt, translate or create derivative works of any Epiq IP; (b) sell, lease, rent, loan, distribute, assign, sublicense, convey or otherwise transfer, pledge as security or otherwise encumber the rights and licenses granted hereunder with respect to any Epiq IP; (c) translate, copy, reverse engineer, re-engineer, decompile, reverse compile, or disassemble any Epiq IP; (d) attempt to discover or create the source code from the object code for any Epiq IP; (e) use any Epiq IP for the benefit of any other person or entity; or (f) cause, assist or permit any third party to do any of the foregoing. Client will only permit access to the Epiq IP to its Agents who have a need to know in connection with the license rights granted under this Agreement. Neither Client nor any of its Agents may publish, disclose, display or otherwise make available any Epiq IP to others. Neither Client nor any of its Agents may use the Components in any way whatsoever other than through Client's or its Agents' permitted use of the Services pursuant to and during the term of this Agreement. Upon termination of this Agreement, Client and its Agents will immediately return or destroy all Epiq IP made available to Client and its Agents in connection with the delivery of the Services, and Client and its Agents must refrain from further using such Epiq IP for any purpose whatsoever.

5. Specific Terms for Certain Products, Services and Software License. Certain Products and Services may be subject to additional terms. Any document review and staffing services shall be provided subject to the terms and conditions attached hereto as Exhibit A. Any purchase of a software license is subject to the terms and conditions attached hereto as Exhibit B.

6. Fees for Services.

(a) The Fee Schedule governs the pricing for the Products and Services. Unless otherwise specified, the pricing set forth in the Fee Schedule contains individual unit pricing for each service. During the month an archive, export, or deletion request is made, the full monthly hosting or archive charge will be incurred. Any monthly hosting or user services that are not cancelled by the 28th of the month will be charged for the following month. Additionally, in the event of cancellation any requests for a Relativity ARM Export that are not submitted by the 15th of the month will be fulfilled in the following month, including the applicable hosting fees. All payments shall be tendered in the currency on which the Fee Schedule is based. In the event the Matter Size for the Services is less than what was initially indicated by the Client in this Agreement, Epiq reserves the right to charge Client at the higher per gigabyte rate as set forth on the Fee Schedule.

(b) In the event that the costs incurred by Epiq are increased due to a rise in prices imposed by our vendors, Epiq reserves the right to adjust the prices of the products/services provided to Client. The price adjustment will be reasonable and directly proportionate to the increased costs imposed by the vendor and shall not include any additional markup beyond the adjustments imposed on Epiq by our vendors. Epiq will provide written notice to Client at least thirty (30) days in advance of any such price adjustment, specifying the effective date and the details of the adjustment. Client acknowledges and agrees that such price adjustments are necessary to reflect changes in external costs beyond the control of Epiq. Client further agrees to accept and pay the adjusted prices for the products/services after the effective date of the price adjustment.

(c) **Price Annual Escalator.** Professional service fees (including, but not limited to: data collection, project management, technical time, document review services, and consulting) shall be recalculated annually to be effective each January 1st. Professional service rates will be multiplied by a factor that is the increase in the CPI- U (All Items less food and energy), U.S. City Average for All Urban Consumers, as published annually by the U.S. Department of Labor, or supported country equivalent, for the Un-adjusted 12-months ended November 20## (e.g., November 2026; November 2027; November 2028; etc.). If the agreement's effective date is on or after October 1st, the initial rate increase will be applied in the following January (e.g., effective date is October 1, 2026; first rate increase will be effective January 1, 2028). Agreements with an effective date prior to October 1st will be updated on the upcoming January 1st.

7. Invoicing. Epiq will present monthly written invoices (each an "Invoice" and comprised of "Invoice Line Items") to Client, and Client agrees to pay all Invoices and each of their Invoice Line Items in immediately available funds within thirty (30) days after the date of each such Invoice ("Due Date"). Epiq is willing to use a third-party billing tool ("Billing Tool") to submit its Invoices for payment; provided Epiq agrees in writing to the use of such Billing Tool and Client is solely responsible for any fees associated with Service Provider's use of the Billing Tool. Should the terms and conditions applicable to the Billing Tool conflict with this Agreement, the provisions of this Agreement shall control. Client may in good faith dispute any Invoice Line Item on an Invoice, but only if Client provides Epiq written notice of the particular Invoice Line Item in dispute and the reason for such dispute no later than the Due Date. The parties agree to promptly use good faith efforts to resolve any such disputes. Such efforts shall not constitute a waiver of any other rights which Epiq may have at law or in equity. Past due balances of undisputed amounts will accrue interest at 1.5% per month until paid. In addition to all amounts owed for Services provided hereunder, Client will also be liable for all costs of collection, including reasonable attorneys' fees, incurred by Epiq in connection with this Agreement. Epiq will be entitled, in its sole discretion, to offset any and all amounts owed to Epiq by Client from any amounts due and payable by Epiq to Client. Client is solely responsible for the timely payment of all Invoices, and Client agrees that its payment obligations are not conditioned upon the occurrence of any external event (including, but not limited to, any third-party payment, insurance settlement or judgement outcome). The Fee Schedule and all amounts invoiced are in GBP pounds sterling and payment must be made by Client in GBP pounds sterling.

8. Project Related Items. Client: (a) will provide specifications and instructions for the project and participate in regularly scheduled status conference calls; (b) shall provide timely responses to Epiq's requests for information and approvals; (c) agrees that all delivery dates are mere estimates, not guaranteed delivery dates (which Epiq shall use reasonable efforts to achieve); and (d) shall at all times comply with its obligations under Section 17 (Client Data) and Section 18 (Data Export Measures).

Unless related to an adversarial proceeding directly between Epiq and Client, if Epiq or any of its employees are deposed or required to testify in any judicial, arbitral or administrative proceedings, or to produce documents or records pursuant to a subpoena or otherwise, Client alone is solely liable for all of Epiq's related fees and expenses invoiced pursuant to this Agreement, even if the Agreement has previously been terminated.

9. Shipping. In connection with any media handling and shipment, Client shall provide Epiq with all necessary instructions, including but not limited to the following: (i) current shipping address; (ii) name, telephone number, and valid email address for the intended recipient; and (iii) the desired shipping method with requested delivery date. All shipments to Client or Client's designee will be at Client's sole expense. Epiq is not responsible for any delivery delay or non-delivery. If Client's shipment is damaged or declared lost by the shipping agent, Epiq will file a claim for compensation from the shipping agent, and Client agrees that Epiq's total liability will be strictly limited to the amount recovered under such claim. Under no circumstances will Epiq be liable to Client or to a third-party for any lost data or other Losses associated with a damaged or lost shipment, nor shall Epiq owe a refund for any associated shipping costs once Epiq transfers custody of the package to the shipping agent.

10. Confidentiality.

(a) In connection with this Agreement, each of Epiq and Client (each, a "Disclosing Party" or "Discloser") may disclose to the other party (the "Receiving Party" or "Recipient") certain information that is marked or otherwise identified in writing as confidential or proprietary information prior to or contemporaneously upon receipt by the Receiving Party or which the Receiving Party reasonably should recognise from the circumstances surrounding such disclosure or the contents of such disclosure to be confidential or proprietary. All such information including, but not limited to Client Data and any IP, including Epiq IP, are hereinafter collectively referred to as "Confidential Information" or "CI". Notwithstanding the foregoing, the term "Confidential Information" or "CI" does not include information that (i) is or becomes generally available to the public

through no action or inaction by the Recipient or (ii) comes into Recipient's possession from a third party without a duty or obligation of confidentiality (contractual, fiduciary or otherwise) to the Discloser or others with respect to such information. Each Receiving Party shall hold all CI in confidence, use such CI only for the purposes of fulfilling their obligations hereunder, and not copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose such information to third parties or use such information for any purposes whatsoever, without the express written permission of the other party. Each Recipient agrees to disclose CI only to those Agents who have a legitimate business need to know, and those disclosures shall not occur until those Agents are bound by restrictions on confidentiality no less restrictive than those imposed herein and Recipient has advised them of their obligations to keep such information confidential. All CI provided or disclosed to the Recipient shall remain the sole property of the Discloser. The terms and existence of this Agreement are CI of the parties.

(b) Nothing in this Agreement may be construed as either (i) granting or conferring any current or future right, title or interest in or to any CI or proprietary right now owned by Discloser to the Recipient or (ii) obligating Discloser to disclose CI to Recipient.

(c) Notwithstanding anything herein to the contrary, to the extent the Client Data provided belongs to a party Client is representing ("*Data Owner*"), Client expressly authorises the disclosure of all Client Data to any other counsel or party specified by Data Owner without further notice, or any additional Client approval required.

(d) If Recipient or any individual or company to whom it transmitted or transferred the CI, whether pursuant to the provisions of this Agreement or otherwise, becomes legally compelled to disclose any CI, the party required to disclose such CI will (except where prohibited by law) advise Discloser as soon as possible so that the Discloser may either seek an appropriate remedy, including a protective order, or waive compliance with the provisions of this Agreement. If any such protective order or other remedy is not obtained, or compliance with this Agreement is waived, the party required to disclose the CI will furnish only that portion of the CI which, in the written opinion of its legal counsel, is legally required to be disclosed and will exercise reasonable efforts to obtain reliable assurances that confidential treatment will be accorded such CI.

11. Taxes.

(a) All fees charged by Epiq are exclusive of transactional taxes or similar fees (including sales, use, excise, transaction, VAT or similar taxes), now in force or enacted in the future, imposed on the Services. Client will be invoiced for and shall remit to Epiq any applicable taxes or fees imposed on the Services by appropriate governmental authorities(s), except for taxes or fees based upon Epiq's net income or employment obligations, unless Client provides Epiq with a valid exemption or resale certificate prior to the applicable invoice(s) being issued. If invoices to Client exclude such taxes or fees that are subsequently determined to be a statutory obligation of the Client, Client will reimburse Epiq for such taxes or fees unless Client can provide valid proof that the liability was remitted directly to the governmental authority. If Epiq caused the failure to collect and remit taxes or fees to a governmental authority, Epiq will bear liability for any subsequent penalties and interest due to that failure. If failure to invoice and remit such taxes or fees was due to failure of Client to provide valid information or exemption to Epiq, then Client shall bear liability for any subsequent penalties or interest that arose due to that failure.

(b) If any Fees are or may be subject to withholding tax and Client is or may be required to deduct such tax from such payments, the parties will liaise promptly and in good faith and use all reasonable efforts to avail themselves of any domestic exemption or applicable tax treaty to gain an advance exemption from or reduction in withholdings. To the extent that Client is nevertheless required to withhold, Client will gross-up payment(s) to Epiq so that the after-tax payment(s) realized by Epiq are the same as if no withholding tax had applied.

12. Term; Termination; Suspension of Services.

(a) This Agreement is in effect from the Effective Date until terminated as follows: (i) a party may terminate this Agreement at any time for convenience upon no less than sixty (60) days prior written notice to the non-terminating party; (ii) this Agreement will automatically terminate concurrently with the termination of the final Service being provided thereunder; or (iii) in the event of a material breach by a party, the other party may give written notice of such material breach to the breaching party, and if the breaching party fails to cure the breach within thirty (30) days of receiving such notice, the terminating party may immediately terminate this Agreement without further notice to the breaching party.

(b) Additionally, Epiq may immediately suspend the Services, either completely or in-part, if a Client Group Member breaches any of its obligations under any agreement with Epiq. Should the Services be suspended for non-payment, Client shall be responsible for data hosting and storage fees during the period of suspension and Client may be required to pay a reactivation fee and deposit to protect Epiq against future payment issues.

13. Effects of Termination. Upon termination of this Agreement:

(a) Each party will remain liable for all obligations arising from an act or omission that occurred prior to the effective termination date;

(b) All amounts owed by Client in connection with this Agreement, except for any amount disputed in good faith under Section 7 (Invoicing), shall become immediately due and payable;

(c) Epiq may permanently and irretrievably delete all Client's CI in connection with this Agreement without further notice, and without liability; provided, however, that when possible, Epiq will exercise reasonable efforts to provide Client with prior notice of any such deletion. Notwithstanding the foregoing, Epiq may retain Client's CI as required by applicable law, rule or regulation, and to the extent such copies are electronically stored in accordance with Epiq's policies and procedures then in effect; and

(d) To the extent Epiq is in possession of any media owned by Client, and Client fails to provide instructions for its return within thirty (30) days after the effective termination date, Epiq may delete any data stored on the media in connection with this Agreement, without liability, and destroy the physical device.

The rights and obligations of the parties in this Agreement that, by their nature, should survive termination or expiration of this Agreement, shall so survive including but not limited to provisions relating to performance of work, intellectual property ownership and licenses, fees for services, invoicing, confidentiality, data protection and privacy, taxes, term, effects of termination, indemnification, limitation of liability, generative AI tools, notices, publicity and use of name, arbitration, and assignment.

14. **IP Indemnity.**

(a) Subject to Section 16 (Limitation of Liability), each party ("*Indemnifying Party*") shall indemnify, defend and hold harmless the other party, its Affiliates and each of their respective Agents (each an "*Indemnified Person*"), to the fullest extent permitted by applicable law, rule or regulation, from and against any and all Losses incurred by or asserted against any Indemnified Person as a result of any third party claim that such Indemnifying Party's provided data hereunder or IP: (i) infringes or violates the IP rights of any such third-party (but excluding any infringement contributorily caused by the Indemnified Person) ("*IP Claims*"); (ii) contains content that is obscene or pornographic, or other content where the nature or type of such content would subject its possessor to liability under applicable law, rule or regulation (whether in tort, statute or otherwise) through its authorised use under this Agreement; or (iii) contains viruses, malware, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs or code. In addition, where Epiq is the Indemnifying Party in such event, Epiq may, at its expense and at its sole election: (a) secure for Client the right to continue to use the allegedly infringing IP or (b) modify or replace such IP with a functional equivalent so that it is non-infringing, in which case Client and its Agents will promptly stop using the allegedly infringing IP. The remedies under this Section 14(a) are intended to be and are exclusive and in lieu of any other rights or remedies to which Client may otherwise be entitled in connection with the IP Claims, whether at law, tort or contract, or in equity.

(b) Notwithstanding the foregoing, Epiq's obligations under this Section do not apply to any Losses based on any (i) use of the Epiq IP not in accordance with this Agreement; (ii) modification of the Epiq IP by any party other than Epiq; (iii) continued use of the Epiq IP after the Agreement terminated; (iv) prior release of the Epiq IP, to the extent the Losses could have been avoided by using the most current release, and provided that Client was notified by Epiq in writing that use of the latest release of the Epiq IP was required to avoid the infringement; or (v) combination or operation of the Epiq IP with other software, components, data, or equipment not substantially developed or licensed by Epiq in connection with this Agreement, to the extent the Losses could have been avoided in the absence of such combination or operation.

15. **Indemnification.**

(a) Subject to Section 16 (Limitation of Liability), Epiq agrees to indemnify, defend and hold harmless Client and its Agents against any Losses incurred by or asserted against Client and its Agents as a result of any third party claim arising out of or related to: (i) any wilful misconduct or an act or omission to exercise reasonable care by Service Provider; (ii) any breach of confidentiality obligations in this Agreement by Service Provider; (iii) any failure by Service Provider to comply with any applicable law, rule, or regulation with respect to the Services.

(b) Subject to Section 16 (Limitation of Liability), Client agrees to indemnify, defend and hold harmless Service Provider against any Losses incurred by or asserted against Service Provider as a result of any third party claim arising out of or related to: (i) wilful misconduct or an act or omission to exercise reasonable care by Client, its Agents, or any third party to whom Client or its Agents provides access to any Epiq IP; (ii) any breach of any confidentiality obligations in this Agreement by Client or its Agents; (iii) any instruction or information provided to Epiq by Client or its Agents in connection with the Services; (iv) any breach of Section 17 (Client Data) or Section 18 (Data Export Measures) by Client or its Agents; or (v) any failure by Client or its Agents to comply with any applicable law, rule, or regulation with respect to the Services.

(c) Each Indemnified Person shall notify the Indemnifying Party in writing promptly of the commencement, threat, or assertion of any claim for which indemnification as set forth above may be sought. The indemnities set forth above shall survive the termination of this Agreement until the expiration of all applicable statutes of limitation with respect to each party's liabilities. The Indemnifying Party shall have sole control of the defence or settlement of the claim; provided that the Indemnifying Party shall obtain the express prior written approval of any Indemnified Party for any settlement that requires any specific performance or non-pecuniary remedy by that Indemnified Person or requires the actual payment of any amount by that Indemnified Person. The Indemnifying Party's obligations are contingent upon all Indemnified Persons reasonably cooperating in the defence or settlement of the claim. Indemnified Persons may participate in the defence of the claim, at their own expense, with counsel of their own choosing.

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

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

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

(c) THE TOTAL LIABILITY OF EACH PARTY AND ITS AGENTS AND AFFILIATES TO THE OTHER PARTY AND ITS AGENTS AND AFFILIATES FOR ALL LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES OR PRODUCTS (EXCEPT FOR THOSE ARISING UNDER SECTION 14 (IP INDEMNITY) OR SECTION 15 (INDEMNIFICATION)) SHALL NOT EXCEED THE TOTAL

AMOUNT PAID BY THE CLIENT TO EPIQ FOR THE PARTICULAR SERVICES OR PRODUCTS WHICH GAVE RISE TO THE LOSSES IN THE IMMEDIATE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE ALLEGED LOSS.

(d) THE TOTAL LIABILITY OF EACH PARTY AND ITS AGENTS AND AFFILIATES TO THE OTHER PARTY AND ITS AGENTS AND AFFILIATES FOR ALL LOSSES ARISING OUT OF OR RELATING TO SECTION 14 (IP INDEMNITY), SECTION 15 (INDEMNIFICATION), OR ANY CONFIDENTIALITY OR DATA PROTECTION SHALL NOT EXCEED THREE TIMES (3X) OF THE TOTAL AMOUNT PAID BY THE CLIENT TO EPIQ FOR THE PARTICULAR SERVICES OR PRODUCTS IN THE IMMEDIATE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE ALLEGED LOSS.

(e) Nothing in this Agreement shall operate to exclude or restrict (i) either party's liability for death or personal injury resulting from negligence; or (ii) either Party's liability for fraud, wilful default; or (iii) any other liability it would be unlawful to exclude.

17. **Client Data.**

(a) Client is solely responsible for maintaining the Original Data, and Client will retain said data such that it can be promptly regenerated or duplicated as needed. Accordingly, Client expressly agrees that Service Provider has no liability for any data loss, damage to, or corruption of the Original Data. Client also agrees that it will not provide any data to Service Provider unless that data is necessary for the delivery of the Services, and even if necessary, such data shall not be provided in violation of the following representations and warranties.

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

(ii) Client will not deliver or otherwise provide Service Provider access to Client Data that is subject to any statutory or regulatory data protection measures or any applicable regulatory restrictions. Any fines and penalties (including those imposed on Service Provider) related to a disclosure that violates the foregoing will be at Client's sole cost and expense.

(iii) No Client Data may be transferred to Service Provider via email, through a third-party tool, or in any other unencrypted or unsecured manner. Except for the purpose of copying, imaging, or otherwise collecting data as requested hereunder, Client will not transfer custody of any Original Media to Service Provider.

(b) Upon written notice from Client that the Services should terminate or that the Service Provider must no longer retain Client Data, upon Client's completion and delivery to Service Provider of the Service Provider Data Disposition Form ("*DDF*"), the disposition of the Client Data will be in accordance with Client's instructions as documented in the DDF as follows:

(i) **Client Data Returned to Client:** All Client Data must be returned to the Client in their original formats by designated method of transmittal;

(ii) **Client Data Destroyed by Service Provider:** All Client Data, including Service Provider work product related to the Client engagement, will be destroyed using Service Provider data cleansing procedures. All Client Data will be permanently and irretrievably destroyed without liability and not reproducible. A signed Certificate of Destruction ("*COD*") can be provided upon request; or

(iii) **Client Data Retained by Service Provider:** Service Provider will retain Client Data for a nominal monthly charge as detailed in Service Provider's Inactive Data Hosting & Storage Fee Schedule. At such time that the Client terminates or discontinues Service Provider's data storage services, the Client Data will be returned or deleted per Client's instructions as documented in the DDF.

(c) If the Client does not complete and return the DDF to Service Provider within thirty (30) days after Client's receipt, Service Provider shall return all Client Data in the original formats. Client will be responsible for any export charges associated with returning the Client Data. Upon return of Client Data, Service Provider shall have no further liability under this Agreement and any associated Client Data will be permanently and irretrievably destroyed and not reproducible.

(d) If the Client consents to Epiq utilising resources located outside the UK or European Economic Area (EEA), including but not limited to India, to support the delivery of the Services, the parties shall execute an Addendum (Data Transfer to outside of UK or EEA) to this Agreement. Epiq shall assist the Client in ensuring that appropriate safeguards are in place to protect Client Data processed outside the UK or EEA in accordance with applicable data protection laws, including but not limited to the incorporation of standard contractual clauses approved by the European Commission and/or the UK Information Commissioner's Office, as applicable, into the Addendum.

18. Data Export Measures. To the extent that this Agreement permits Client to locate and use any of the Service Provider's software outside the United Kingdom, such permission is subject to Client procuring any applicable governmental approvals and licenses and complying with any other governmental requirements and procedures, including but not limited to governmental restrictions on data encryption and the export of technical data. Without limiting the generality of the foregoing provisions, Client shall comply with all export, re-export, and import laws of the United Kingdom and any other applicable countries, obtain all applicable export, re-export, and import licenses, and pay all tariffs, import duties, export fees, and any other levies, imposts, charges, taxes, and assessments of any kind and nature. Client shall not knowingly permit (and will use best efforts to prevent) access to the Service Provider's software or transfer, export or re-export of the Service Provider's software, or the underlying information or technology, by or to any person or party who is a national or resident of, or located in any other country which is subject to restrictions imposed by governmental authority.

19. Generative AI Tools. If Epiq provides Services using artificial intelligence systems that generate new natural-language content based on Client Data, including draft text, summaries, or analytical narratives ("*Generative AI Tools*"), such outputs are preliminary. Client understands that while these Generative AI tools aim to optimize results, outputs are generated through machine learning processes and are not tested, verified, endorsed or guaranteed to be accurate, complete or current by Epiq. Results of the services are dependent on the accuracy and completeness of the Client Data provided by Client. The Client agrees and acknowledges that they have the ultimate responsibility of verifying all outputs produced, to ensure the accuracy, relevancy, and applicability of the outputs to specific needs and requirements. Epiq disclaims all

express or implied warranties, including but not limited to warranties of accuracy, fitness for a particular purpose, merchantability, or non-infringement concerning AI outputs. Further Epiq may use Client Data solely to fine-tune or adapt such Generative AI tools for the limited purpose of improving outputs specific to Client's environment and requirements.

20. Notices. All notices hereunder shall be in writing and deemed duly given on the date of delivery. Notices shall be tendered by either (a) personal delivery or (b) via nationally recognised overnight courier (delivery receipt requested), postage prepaid, addressed to the addressee and addresses in the cover page to this Agreement.

21. Publicity and Use of Name. During the Term of this Agreement and/or following the successful conclusion of an engagement, Client may collaborate with Epiq in the development of a case study, client testimonial, video impact story, or podcast. Epiq may reference Client's name and logo in such marketing materials, and on its website to identify Client as a customer and to describe the nature of the services performed. Nothing in this Agreement grants Epiq ownership rights in Client's trademarks, trade names, or logos, and all such uses shall be in accordance with Client's branding guidelines as provided. Client reserves the right to revoke such consent for future use upon written notice.

22. Arbitration. Any dispute, controversy, proceeding or claim arising out of or relating to this Agreement, or the Services, including but not limited to any alleged breach shall be settled by mandatory, final and binding arbitration in the London Court of International Arbitration ("LCIA"), and such arbitration shall comply with and be governed by the rules of the LCIA, with the place of arbitration being London, England and all proceedings being conducted solely in the English language, provided that either party may seek interim relief in court as it deems necessary to protect its CI or IP. The decision of the arbitrator shall be final, binding on the parties hereto, and not subject to further review. Any judgment awarded may be entered in any court having jurisdiction and enforced throughout the world. Notwithstanding the foregoing, either party may immediately seek injunctive relief in a court of competent jurisdiction in England and Wales should it reasonably believe the other party is in breach of its obligations as set forth herein.

23. Assignment. This Agreement will inure to the benefit of, and be binding on, and enforceable against each of the parties hereto and their respective successors and permitted assigns. Neither party shall assign its rights under this Agreement without the other party's prior written consent, which shall not be unreasonably withheld or delayed, except Epiq may freely assign or delegate all or a portion of its rights and obligations without Client consent if such assignment or delegation is to: (a) an Affiliate of Epiq; (b) a successor party by consolidation, merger or operation of law; or (c) a purchaser of all or substantially all of Epiq's assets. Any assignment or delegation to an Epiq Affiliate or subcontractor necessarily includes all rights required for the performance of the delegated Services that party will provide on Epiq's behalf, including the right to access and process Client Data. Subject to the foregoing, the parties do not confer any rights or remedies upon any person or entity other than the parties to this Agreement and their respective successors and permitted assigns.

24. Third Party Rights. Except as may be expressly set forth in this Agreement, a person who is not a party to this Agreement will not have any right under the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of this Agreement.

25. Miscellaneous. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and, except with respect to any valid and binding non-disclosure agreement entered into between the parties prior the Effective Date which shall govern any confidential information disclosed prior to the Effective Date, supersedes all prior and contemporaneous agreements, communications, understandings, negotiations, and discussions whether oral or written or course of dealings between the parties. No modification or amendment of this Agreement shall be binding unless approved in writing by an authorised representative of each party. This Agreement and any dispute, controversy or proceeding arising out of or relating to this Agreement, or the subject matter hereof, shall be governed by the laws of England & Wales. In the event any term of this Agreement is found to be invalid or unenforceable by any tribunal (including any court or arbitrator), the remainder of this Agreement shall remain valid and enforceable, and a valid term that most closely matches the original intent of the parties shall be substituted. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. Epiq is an independent contractor of Client, and this Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between the parties. Neither party has the authority (and shall not hold themselves out as having authority) to bind the other party or make any agreements or representations on its behalf. Except for the payment obligations of the parties hereunder, neither party shall be liable for any default or delay in the performance of its obligations hereunder if and to the extent such default or delay is the result of a Force Majeure Event. This Agreement has been negotiated, drafted, and executed in, and shall be construed in, the English language. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, and all such counterparts when taken together shall be considered and constitute one complete copy hereof. Under no circumstances shall Epiq's performance, or the delivery of the Services, be construed as Epiq or its employees being engaged in the practice of law, rendering legal opinions, or providing legal advice or private investigative services to Client. Epiq has expressly advised Client that Epiq and its employees are not representing Client, not providing it legal advice, and not serving as a private investigator.

EXHIBIT A

(Specific Terms for Document Review and Staffing Services)

In the event Client elects to receive document review and staffing services under the Agreement, Service Provider shall provide such services subject to the following:

- (a) Unless otherwise requested, all document review and staffing services will be provided remotely.
- (b) Client agrees to approve all timesheets in accordance with Service Provider's guidelines ("*Timesheet Guidelines*"), a copy of which may be provided to Client upon request. Pursuant to the Timesheet Guidelines, all timesheets sent to Client, that are not disputed within one week, shall be deemed approved by Client, and Client shall be billed for those costs. Time is of the essence.
- (c) UNLESS CATEGORIZED AS NON-EXEMPT FOR PAYROLL PURPOSES BY APPLICABLE STATE LAW, ALL PERSONNEL ARE CATEGORIZED AS EXEMPT FOR PAYROLL PURPOSES.
- (d) Except for staffing services described in (e) below, each document review project requires at least one (1) Review Manager and at least one (1) Team Lead. Supplemental QC personnel can be added to support both the Review Manager and the Team Lead, if supplemental management resources are required. Neither the Team Lead nor Supplemental QC personnel are standalone services.
- (e) To the extent any services are provided at a non- Service Provider controlled facility, Client represents and warrants that it shall:
 - (i) Properly safeguard and control the premises, processes and systems, and shall not permit any Service Provider employee to operate Client's vehicles or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, negotiable instruments or other valuables without Service Provider's express prior written approval;
 - (ii) Provide all facilities, supplies, equipment, and all other necessary items that may be required by any Service Provider employee to perform the services;
 - (iii) Provide all Service Provider employees with a safe worksite and provide appropriate information, training, and safety equipment in compliance with all Occupational Safety & Health Administration requirements, in addition to any similar requirements imposed by a state or local agency designed to ensure employee health and safety in the workplace; and
 - (iv) Notify Service Provider promptly, no longer than twenty-four (24) hours of the event, of any injuries or accidents related to any Service Provider employee and provide Service Provider a written report detailing what transpired within twenty-four (24) hours of the event.
- (f) To the extent Client is receiving staffing services, Client acknowledges and agrees that:
 - (i) If work is being performed onsite, all Service Provider employees assigned to the Project are providing services at a facility or in an environment that is solely controlled by the Client, and absent Service Provider's prior written approval, shall only perform the duties and functions described herein.
 - (ii) Client is solely responsible for accepting, controlling, managing, rejecting, selecting and supervising the Service Provider employees, including without limitation all work performed, and may request a Service Provider employee be removed from the project at any time.
 - (iii) Service Provider shall have no liability or responsibility for the following: (A) which employees are rejected or selected by Client for the project; (B) the number of employees requested by Client for the project; (C) the management and supervision of the employees; or (D) ensuring there is sufficient work for the employees assigned to the project.
- (g) During the term of the Agreement and for six (6) months thereafter, neither party shall , directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as Agent or otherwise, solicit, participate in or promote the solicitation of any employee assigned to a Client project to leave the employ of the other party, or sever its contractor relationship with the other party, or hire or engage such employee. If any employee provided by the other party is hired by the party, either directly or indirectly, within six (6) months of the project completion date for the project they were assigned to, then the party shall pay the other party an amount equal to twenty-five percent (25%) of the employee's first year annualized compensation with the party, including without limitation salary, benefits and guaranteed bonuses.
- (h) Unless the document review platform is provided by Service Provider, Client shall provide Service Provider personnel all required training on the use of the platform, including but not limited to providing access to training manuals and documentation. Client acknowledges and agrees that Epiq's Services hereunder shall at all times be subject to the general oversight, review and supervision of lawyer(s) with a direct relationship with the Client.

EXHIBIT B (Specific Terms for Software License)

If Client elects to license any of Epiq's proprietary Software-as-a-Service or software offerings under this Agreement ("Software"), Epiq will provide access to such Software in accordance with the terms set forth herein. All Software is licensed to Client, not sold.

- (a) **Software License.** Subject to the terms and conditions of the Agreement, Epiq hereby grants Client a personal, nonexclusive, nontransferable, non-sublicensable, limited license to access and use Epiq's Software, any related materials provided or made available by Epiq ("Epiq Materials"), solely during the Term and exclusively for Client's internal business purposes. Use for any commercial resale or competitive analysis is expressly prohibited. All rights not expressly granted to Client are reserved by Epiq and its licensors. For purposes of this Addendum, "Software" means any and all software, programs, algorithms, libraries, utilities, tools, visual interfaces, graphics, designs, compilations, or other computer or program code in any form provided by Epiq to Client in connection with the services, or accessed by Client through the internet or other remote means, including websites, portals, and cloud-based solutions. Software can also be Software-as-a-Service (SaaS) and on-premise Software solutions provided by Epiq to Client. Epiq reserves the right to make changes, modifications, reduction in functionality and enhancements to Software, at any time, and from time to time without prior notice. The Software shall include all standard features, functionalities, updates, and upgrades made generally available by Epiq during the Term.
- (b) **Termination.** Notwithstanding anything to the contrary in the Agreement, the Parties agree that any Software license granted under this Agreement may only be terminated for cause. Any right to termination for convenience shall not apply to Software provided subject to this Exhibit.
- (c) **Access.** As of the Effective Date, Client shall be granted access to the Software. Access will be provisioned via secure remote access through a web-based interface or other designated means. Each authorized end user shall receive a unique user account and credentials supplied by Epiq to access the Software. Access shall remain active throughout the Term, subject to the terms of this Addendum.
- (d) **Limitations of Use.** Client shall not disclose to any third party the results of any evaluation, performance testing, availability monitoring, or functionality assessment of the Software conducted by or on behalf of Client, including any benchmarking or competitive analysis, without Epiq's prior written consent. Client shall not, and shall not permit others to: (a) modify, correct, adapt, translate, enhance or otherwise prepare derivative works or improvements of Software; (b) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of Software; (c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Epiq Materials or Software to any other party, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service; or (d) access or use any Epiq Materials or Software for purposes of competitive analysis of these materials, the development, provision or use of a competing software product or service, or any other purpose that is to Epiq detriment or commercial disadvantage. Additionally, Client shall not use Software to: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violate third party privacy rights; (iii) send or store material containing software, worms, trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of Software or the data contained therein; or (v) attempt to gain unauthorized access to Software or its related systems or networks.
- (e) **Client Responsibilities.** Client is responsible for all activity occurring under Client's designated user accounts and shall comply with all applicable laws and regulations in connection with Client's use of Software but not limited to those related to data privacy, international communications, the transmission of technical or personal data and export control laws and regulations. Client shall: (i) notify Epiq immediately of any unauthorized use of any password or account or any other known or suspected breach of security with respect to Software; and (ii) report to Epiq immediately and use reasonable efforts to stop immediately any copying or distribution or misuse of Epiq Materials that becomes known or suspected by Client. Client shall indemnify and hold Epiq, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) to the extent arising out of or in connection with a claim alleging that use of the Client Data infringes a copyright, patent, or a trademark of, or has caused harm to the rights of, a third party.
- (f) **Ownership.** Epiq shall own all right, title and interest, including all related Intellectual Property Rights, in and to Software and the Epiq Materials, including to any and all enhancements, enhancement requests, suggestions, modifications, extensions and/or derivative works thereof. Epiq will retain all intellectual property rights relating to the Software or any suggestions, ideas, enhancement requests, feedback, recommendations or other information, that do not contain Client's Confidential Information, provided by Client or any third party relating to the Software, which are hereby assigned to Epiq. This Agreement is not a sale and does not convey to Client any rights of ownership in or related to Software or the Intellectual Property Rights owned by Epiq.
- (g) **Support and Maintenance.** Epiq shall provide commercially reasonable support for the Software, including system maintenance, issue resolution, and periodic enhancements. Updates and upgrades to the Software shall be delivered on a "when and if available" basis.