



Theorem Subscription Agreement

THIS THEOREM SUBSCRIPTION AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF THE THEOREM OFFERINGS. IN ADDITION TO THE TERMS DEFINED IN THE BODY OF THIS AGREEMENT, CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH IN SECTION 14.

IF YOU REGISTER FOR A FREE TRIAL OR A FREE OFFERING, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL OR THAT FREE OFFERING.

BY (1) CLICKING A BOX INDICATING ACCEPTANCE OF THIS AGREEMENT, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING FREE OFFERINGS, YOU AGREE TO THE TERMS OF THIS AGREEMENT. YOU REPRESENT TO US THAT YOU ARE AT LEAST 18 YEARS OF AGE AND LAWFULLY ABLE TO ENTER INTO CONTRACTS (E.G., YOU ARE NOT A MINOR). IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERM “YOU” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THIS AGREEMENT, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERINGS.

Theorem’s direct competitors are prohibited from accessing or using the Offerings, except with Theorem’s prior written consent. In addition, the Offerings may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This agreement was last updated on December 06, 2024. It is effective as of the date on which You accept it by either (1) clicking a box indicating Your acceptance or (2) executing an Order Form that references this agreement, whichever occurs first.

1. USE OF THEOREM OFFERINGS.

1.1. Your Responsibilities. You will (a) be responsible for Users' compliance with this Agreement, the Documentation, and each Order Form, (b) be solely responsible for the accuracy, quality, integrity, and legality of Your Content and of Your Data, the means by which You and/or Your Users acquired Your Content and Your Data, You and Your Users’ rights to use Your Content and Your Data with the Offerings, and the interoperation of any Non-Theorem Applications with which You and Your Users use the Offerings, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Offerings, and notify Theorem promptly of any such unauthorized access or use, (d) access and use, and cause Your Users to access and use, the Offerings only in accordance with this Agreement, the Documentation, each Order Form, and applicable laws and government regulations, including without limitation those related to privacy, electronic communications, and anti-spam laws and regulations, and (e) comply with terms of any Non-Theorem Applications with which You and Your Users use the Offerings.

1.2. No Modifications. You and Your Users may not in any way modify, change, alter, or create derivatives works based upon the Offerings. You and Your Users may not use the Offerings for any purpose that violates applicable law or regulation or that is not expressly authorized under this Agreement, an Order Form, or the Documentation.

1.3. Usage Limits. The Offerings may be subject to usage limits as specified in the applicable Order Form and Documentation. If You or Your Users exceed a contractual usage limit, Theorem may work with You to seek to reduce Your usage so that it conforms to that limit. If, notwithstanding Theorem's efforts, You are unable or unwilling to abide by a contractual usage limit, You will execute an Order Form for additional quantities of the applicable Offering promptly upon Theorem's request, and/or pay any invoice for excess usage in accordance with the "Fees and Payment" section below.



1.4. Usage Restrictions. You will not, and will not permit Your Users to (a) make any Offering available to anyone other than You or Your Users, or use any Offering for the benefit of anyone other than You or Your Users, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent, or lease the Offerings, (c) use any Offering or Non-Theorem Application to disseminate, store, or transmit infringing, libelous, or otherwise unlawful or tortious material, or to disseminate, store, or transmit material in violation of third-party privacy rights, (d) use an Offering or Non-Theorem Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Offering or third-party data contained therein, (f) attempt to gain unauthorized access to any Offering or its related systems or networks, (g) permit direct or indirect access to or use of any Offering in a way that circumvents a contractual or technical usage limit, or use any Offering to access or use any of Theorem's intellectual property except as permitted under this Agreement, the applicable Order Form, and the Documentation, (h) modify, copy, or create derivative works based on an Offering or any part, feature, function, or dashboard thereof, (i) copy Theorem Content except as expressly permitted herein, in an Order Form, and the Documentation, (j) frame or mirror any part of the Application(s), other than framing on Your own intranets or otherwise for Your own internal business purposes or as permitted in the Documentation, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile an Offering or access it to (i) build a competitive product or service, (ii) build a product or service using similar ideas, features, functions or graphics of the Offerings, (iii) copy any ideas, features, functions or graphics of the Offerings, or (iv) determine whether the Offerings are within the scope of any patent. Any use of the Offerings in breach of this "Use of Offerings" Section, that in Theorem's reasonable judgment threatens the security, integrity, or availability of the Offerings, may result in immediate suspension of the Offerings, provided that Theorem will use commercially reasonable efforts under the circumstances to provide You with notice and an opportunity to remedy such breach or threat prior to any such suspension.

2. USE OF SITE AND FIRM ECOSYSTEM

2.1 Use of Site. The Site employs automated software algorithms and quality control processes to rate products/services algorithmically and to showcase the most relevant and reliable products/services and reviews while potentially suppressing others. Your purchase of any subscription to the Offerings will not influence the Site algorithms, or otherwise allow or enable You to influence Your rating or to directly or indirectly, remove, alter, or reorder the reviews on the Site. ADDITIONALLY, THEOREM DISCLAIMS ALL LIABILITY ARISING FROM THEOREM'S ACCESS TO YOUR ACCOUNT ON YOUR BEHALF IN ORDER TO MAKE CHANGES OR POST INFORMATION TO THE SITE IN ACCORDANCE WITH YOUR INSTRUCTIONS ("YOUR INSTRUCTIONS"). IT IS YOUR RESPONSIBILITY TO CONFIRM THAT YOUR INSTRUCTIONS ARE EXECUTED AS REQUESTED. YOUR USE OF THE SITE, INCLUDING ANY USE BY SOMEONE ELSE ACTING ON YOUR INSTRUCTIONS, IS GOVERNED BY THE TOU. ANY CONFLICTS BETWEEN THIS AGREEMENT AND THE TOU WILL BE RESOLVED IN FAVOR OF THE TOU TO THE EXTENT RELATED TO USE OF THE SITE, AS OPPOSED TO THE OFFERINGS PROVIDED HEREUNDER.

2.1.1. Seller Participation in Marketplace. If You choose to list any products, services, or content in the Theorem Marketplace or participate as a seller, You agree to be bound by Theorem's then-current Marketplace Seller Agreement, as may be updated from time to time and provided to You via notice or electronic acceptance flow. Continued use of marketplace-related features constitutes acceptance of such Seller Agreement.

2.2 USE OF FIRM ECOSYSTEM. (Sections 2.2 – 2.5 apply to Theorem Firm Ecosystem only)

If You choose to opt in and access Theorem's Firm Ecosystem for your use, research or other purposes, You agree as follows:

(1) In addition to all company related Theorem Content already uploaded, You will have the ability to upload Your Content for use by You and other Subscribers and Subscriber-affiliated Users. Your Content will become viewable in the Firm Ecosystem as a means to further drive and expand the vendor information available to the community.

(2) You remain solely responsible for: (a) any use you choose to make of the Subscriber Content, including, without limitation, which Users have access to them; and (b) ensuring that the Subscriber Content and your use of them: (i) comply with all applicable laws and regulations; and (ii) do not violate the rights of any third party. Theorem has no



control over the content of any Subscriber Content and accepts no responsibility for their accuracy, completeness or timeliness.

(3) Notwithstanding other sections of this agreement related to Your Content (e.g., truthfulness, accuracy), all Theorem Registered Users shall agree that the use of or indication that you use, a third-party product, offering or service on your Theorem Firm Profile does not mean you endorse, recommend, support or warrant the Service Provider or Service Offerings in any way, even if the Service Provider or Service Offerings is listed or designated as part of your “Core Stack” or otherwise indicated to be “certified” in any way.

(4) In addition, You agree that Subscriber’s use of or indication of their use of, a third-party product, offering or service on their Theorem Firm Profile does not mean they endorse, recommend, support, or warrant the Service Provider or Service Offerings in any way, even if the Service Provider or Service Offerings is listed or designated as part of their “Core Stack” or otherwise indicated to be “certified” in any way.

2.3 LIMITATION OF LIABILITY SPECIFIC TO FIRM ECOSYSTEM.

Neither we nor any Subscriber will be liable for any consequential, special, indirect, exemplary or punitive damages arising out of or in any way related to Your use of the Firm Ecosystem, including without limitation loss of investment, profits, revenue, interest, goodwill, loss or corruption of data or other interruption of business (whether in contract, tort or under other legal theory), even if advised of the possibility of such damages.

Except for breach of the following INDEMNIFICATION SPECIFIC TO FIRM ECOSYSTEM section and confidentiality sections hereunder (For Clarity, Section 8), a Subscriber’s aggregate liability to another Subscriber for all damages arising from the use of the Firm Ecosystem is limited to USD\$100 (one hundred U.S. Dollars). Theorem expressly disclaims liability for any and all disputes arising between Subscribers resulting from use of the Firm Ecosystem. By accessing and using the Firm Ecosystem, You release Theorem, our parent company and Affiliates from any and all liability for any and all claims arising from disputes between You and any other Subscriber resulting from use of the Firm Ecosystem.

2.4 INDEMNIFICATION SPECIFIC TO FIRM ECOYSTEM.

This provision also applies exclusively to Your use of the Theorem’s Firm Ecosystem. You will defend, indemnify, and hold harmless Subscribers, their affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any and all claims, liabilities, losses and expenses (including damage awards, settlement amounts and reasonable attorneys’ fees) that You incur arising out of or relating to your use of the Theorem Firm Ecosystem, except to the extent such losses and expenses arise from the negligence or willful misconduct of Subscriber. Except as expressly set forth in this Agreement, we are not involved in such a dispute.

2.5 OTHER FIRM ECOSYSTEM DISCLAIMERS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SUBSCRIBERS SHALL NOT NOR SHALL YOU CLAIM THAT SUBSCRIBERS MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SUBSCRIBERS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, UNINTERRUPTED OR ERROR-FREE SERVICE, ERROR CORRECTION, AVAILABILITY, ACCURACY, AND ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. FIRM PROFILES ARE PROVIDED “AS IS” AND AS AVAILABLE, EXCLUSIVE OF ANY WARRANTY WHATSOEVER. FURTHERMORE, TO THE FULLEST EXTENT PERMITTED BY LAW, THEOREM, YOU AND SUBSCRIBERS SPECIFICALLY DISCLAIM ALL WARRANTIES AND GUARANTEES REGARDING ANY PERFORMANCE, QUALITY, AND RESULTS FOR USE OF ANY SOFTWARE PROVIDER’S (INCLUDING THEOREM) SERVICES. SUBSCRIBERS DO NOT WARRANT SECURE OPERATION OF THE ANY PRODUCTS OR SERVICES LISTED ON THEIR FIRM PROFILE OR THAT THEY WILL BE ABLE TO PREVENT THIRD-PARTY DISRUPTIONS.



3. NON-THEOREM PRODUCTS AND SERVICES.

3.1. Non-Theorem Products and Services. Theorem or third parties may make available (for example, through a Marketplace, Ecosystem or otherwise) third-party products or services, including, for example, Non-Theorem Applications and implementation and other consulting services. Any acquisition by You of such products or services, and any exchange of data between You and any Non-Theorem provider, product or service is solely between You and the applicable Non-Theorem provider. Theorem does not warrant or support Non-Theorem Applications or other Non-Theorem products or services, whether or not they are designated by Theorem as “certified” or otherwise, unless expressly provided otherwise in an Order Form. Theorem is not responsible for any disclosure, modification or deletion of Your Data resulting from access by such Non-Theorem Application or its provider.

3.2. Integration with Non-Theorem Applications. The Offerings may contain features designed to interoperate with Non-Theorem Applications. Theorem cannot guarantee the continued availability of such Offering features, and may cease providing them for any reason without entitling You to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-Theorem Application ceases to make the Non-Theorem Application available for interoperation with the corresponding Offering features in a manner acceptable to Theorem.

3.3 Your Removal of Non-Theorem Applications. If You receive notice that a Non-Theorem Application must be removed, modified and/or disabled to avoid violating applicable law or third-party rights, You will promptly do so. If You do not take the required action in accordance with the above, or if in Theorem’s judgment continued violation is likely to reoccur, Theorem may disable the applicable Offering and/or Non-Theorem Application.

4. PROVISION OF OFFERINGS.

4.1. Application(s). If and to the extent specified in an Order Form and/or a Free Trial or Free Offerings registration, and subject to Your and Your Users’ compliance with this Agreement and the Documentation, Theorem hereby grants You a worldwide, non-exclusive, non-transferable, non-assignable (except as expressly stated herein) license to access and use (solely as specified in this Agreement, the relevant Order Form, and the Documentation) the Application(s) for the Subscription Term.

Theorem will (a) make the Application(s) available to You during each applicable Subscription Term, pursuant to this Agreement and the applicable Order Form; (b) provide applicable standard support for the Application at no additional charge, and/or upgraded support if purchased; (c) use commercially reasonable efforts to make the Application available 24 hours a day, 7 days a week, except for (i) planned downtime (of which Theorem will give advance electronic notice) and (ii) any unavailability caused by circumstances beyond Theorem’s reasonable control, including, without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrests, acts of terror, strikes or other labor problems (other than those involving Theorem employees), Internet service provider failures or delays, Non-Theorem Application(s), or denial of service attacks; and (d) provide the Application in accordance with applicable laws and government regulations. You agree that Your right to access and use the Application(s) pursuant to this Section is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Theorem regarding future functionality or features. If You have purchased subscriptions to the Application(s), Your right to access and use the Application(s) pursuant to this Section is subject to Your timely payment of all applicable Fees. If You have registered for a Free Trial to the Application(s), Your right to access and use the Application(s) is further subject to the “Free Trial” section.

4.2. Site Profile(s). If and to the extent specified in an Order Form and/or a Free Trial or Free Offerings registration, and subject to Your and Your Users’ compliance with this Agreement and the Documentation, Theorem hereby grants You a worldwide, non-exclusive, non-transferable, non-assignable (except as expressly stated herein) license to access and use (solely as specified in this Agreement, the relevant Order Form, and the Documentation) the Site Profile(s) for the Subscription Term. Theorem may from time to time replace any of the Site Profile features with features of a substantially similar nature. Your use of the Site Profile(s) must fully comply at all times with Theorem’s then-current Documentation.



4.3. Theorem Content. You may not resell any of the Theorem Content, and Your use of the Theorem Content must fully comply with Theorem's then-current Documentation and [Terms of Use](#). You may distribute Theorem Content subject to the limitations below only for the one-year period following the date it was first released, and only during the applicable Subscription Term. You and Your Users may not alter, abridge, or otherwise modify the Theorem Content in any way, unless otherwise agreed to in writing.

4.3.1 LIMITATIONS ON CONTENT USE. Except for the limited rights to download, store and/or print Theorem Content set forth in Section 4.3.2 below, you may not download, store, reproduce, republish, transmit, display, distribute or take screen shots of any portion of the Applications, the Site or any Content. In addition, you may not: (a) sell, rent, lease, loan, transfer, sublicense, distribute or otherwise make available or permit access to any Application, the Site or any Content to any third party; (b) modify, decompile, disassemble, decrypt or reverse engineer any portion of the Site or any Application; (c) use or attempt to use any deep-link, scraper, robot, bot, spider, data mining, computer code or any other device, program, tool, algorithm, process or methodology or process having similar functionality, to access, acquire, copy or monitor any portion of the Content or Site or any Application; (d) use the Content in conjunction with any machine learning, neural network, deep learning, predictive analytics or other artificial intelligence computer or software program; (e) violate the security of the Site or any Application or attempt to gain unauthorized access to any Application, the Site, the Content or Theorem's computer systems or networks connected to any server associated with Theorem, through hacking, password mining, social engineering or any other means; (f) use any Application, the Site or any Content in a manner that infringes or violates the intellectual property or proprietary rights of Theorem or any third party, including rights of privacy and publicity; (g) use the Site or Content in violation of applicable laws, rules and regulations, including without limitation, those pertaining to privacy, data protection and the export control laws/regulations of the United States or the jurisdiction in which you are located (if different); (h) use the Applications, the Site or the Content in any manner that is unlawful or harms Theorem, its service providers, suppliers or any other user, including, without limitation, any use for improper investment purposes in any entity whose information appears as part of the Content; (i) use the Site in such a way that you would be deemed to be engaging in the offering or solicitation of investments in securities; (j) use the Content as a factor in establishing an individual's eligibility for employment, or for credit or insurance to be used primarily for personal, family or household purposes; or (kl) use the Site or Content in any way that is fraudulent, false, misleading or deceptive. Theorem may track, monitor, report, analyze, and limit your Site usage; provided that Theorem will not make such information available to any third party other than in an aggregated, de-identified format.

4.3.2 EXCEPTIONS TO USE LIMITATIONS. Subject to the terms of this Subscription Agreement and those of the [Theorem User Agreement](#), you are entitled – if you are an Authorized User (as defined in the Agreement) -- to incorporate de minimis amounts of data (i.e., insubstantial amounts of data that have no independent commercial value and are not separately marketable by Theorem) derived from the Content into presentations and reports for use solely in connection with Subscriber's internal business operations. Specifically, you have the right to distribute in the ordinary course of Subscriber's business limited extracts of data derived from the Content to Subscriber employees, affiliates, clients and/or prospective clients, in the form of charts, graphs, graphics, pitch books, presentations, statistics, research reports and other reports; provided, however, that in each case: (i) Theorem retains sole ownership over any Content incorporated therein; (ii) data derived from the Content is not used to create a commercial business or service that would serve as a substitute for the Theorem Services (any and all services to be offered by Theorem); (iii) the distributed presentations, reports, etc., are not issued on behalf of any unaffiliated third party; (iv) the following source attribution is included: "Source: Theorem Legal Technology Services, Inc."; and **(v) any publication of aggregated data is first approved in writing by Theorem.** If you would like to obtain this permission, you must e-mail Theorem a copy of your proposed publication at share@Theorem.com.

In addition to the foregoing, if you are an Authorized User and the terms of the Agreement so provide, you may use the functionality of the Site to daily download and store the amount of Content, if any, authorized in the Agreement; provided that you do not store any such information for longer than the end of the Term. **Neither downloading nor printing shall be done if** the result would be that either you or the Subscriber compiles more than an insubstantial portion of the Theorem database from which such Content is pulled.



4.4. Review Content in Advertising. If and to the extent the applicable Order Form specifies that You may use Review Content for advertising, promotion, or other commercial purposes on other websites, social media sites, platforms, mobile apps, and/or in other marketing materials disseminated publicly as part of Your then-current subscription license to the applicable Offering, this Section “Review Content in Advertising” shall apply to such use. Subject to the express, unrevoked consent of each applicable reviewer as specified in the then-current TOU for the Site, You are hereby permitted, authorized, granted, and licensed the rights to publicly display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, adapt, exploit, and otherwise use the name, image, likeness/appearance, voice, professional biographical information, and Review Content, each and all solely to the extent and as reflected in the applicable review(s). You and Your Users may not modify or otherwise alter the review, including its meaning or context, or any information that the reviewer submitted with the review and that is posted to the Site, in and on social media platforms, including those made available on the internet and/or mobile applications, and as part of infographics and/or storyboards. For clarity, the permission, authorization, grant, and license specified in this Section 2.3.2: (a) extends solely to the number and type of reviews specified in the applicable Order Form; (b) may be revoked and/or terminated, in whole or in part, with immediate effect upon notice from Theorem, with respect to any particular review at the option of the applicable reviewer; and (c) shall be revoked and terminated in whole upon the expiration or termination of the applicable Order Form. You may use Review Content only during the applicable Subscription Term.

4.5. Research Insights. If and to the extent specified in an Order Form and/or a Free Trial or Free Offerings registration, and subject to Your and Your Users’ compliance with this Agreement and the Documentation, Theorem hereby grants You a worldwide, non-exclusive, non-transferable, non-assignable license to access and use (solely as specified in this Agreement, the relevant Order Form, and the Documentation), the Research Insights for the Subscription Term. The foregoing license to the Research Insights is solely for internal purposes only and no Research Insights may be disclosed to any person other than Your employees unless otherwise expressly stated in the relevant Order Form and subject to the terms and conditions of such Order Form.

4.6. Free Trial. If You register for a Free Trial, Theorem will make the applicable Offering available to You on a trial basis free of charge until the earlier of (a) the end of the Free Trial period for which You registered to use the applicable Offering, or (b) the start date of any paid subscriptions ordered by You for such Offering, or (c) termination by Theorem in its sole discretion. Additional terms and conditions may appear on the Free Trial registration. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY DATA YOU ENTER INTO THE APPLICATION(S), AND ANY CUSTOMIZATIONS MADE TO THE OFFERINGS, BY OR FOR YOU, DURING A FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME OFFERINGS AS THOSE COVERED BY THE FREE TRIAL OR EXPORT SUCH DATA, BEFORE THE END OF THE FREE TRIAL PERIOD. YOU CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL TO AN OFFERING THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE FREE TRIAL (E.G., FROM ENTERPRISE EDITION TO STANDARD EDITION); THEREFORE, IF YOU PURCHASE A SUBSCRIPTION TO AN OFFERING THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE FREE TRIAL, YOU MUST EXPORT YOUR DATA BEFORE THE END OF THE FREE TRIAL PERIOD OR YOUR DATA WILL BE PERMANENTLY LOST.

NOTWITHSTANDING THE “REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS” SECTION AND “INDEMNIFICATION BY THEOREM” SECTION BELOW, DURING THE FREE TRIAL THE OFFERINGS ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY AND THEOREM SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE OFFERINGS FOR THE FREE TRIAL PERIOD UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE THEOREM’S LIABILITY WITH RESPECT TO THE OFFERINGS PROVIDED DURING THE FREE TRIAL SHALL NOT EXCEED \$500.00. WITHOUT LIMITING THE FOREGOING, THEOREM AND ITS AFFILIATES AND LICENSORS DO NOT REPRESENT OR WARRANT THAT: (A) USE OF THE OFFERINGS DURING THE FREE TRIAL PERIOD WILL MEET REQUIREMENTS, (B) USE OF THE OFFERINGS DURING THE FREE TRIAL PERIOD WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED



DURING THE FREE TRIAL PERIOD WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE “LIMITATION OF LIABILITY” SECTION BELOW, YOU SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO THEOREM AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF YOUR USE OF THE OFFERINGS DURING THE FREE TRIAL PERIOD, ANY BREACH OF THIS AGREEMENT BY YOU AND/OR YOUR USERS AND ANY OF YOUR INDEMNIFICATION OBLIGATIONS HEREUNDER.

4.7. Free Offerings. Theorem may make Free Offerings available to You. Access to and use of the Free Offerings is subject to the terms and conditions of this Agreement. In the event of a conflict between this Section and any other portion of this Agreement, this Section shall control. Free Offerings are provided to You without charge up to certain limits as described in the Documentation. Usage over these limits requires Your purchase of subscriptions to the Offerings. You agree that Theorem, in its sole discretion and for any or no reason, may terminate Your use of or access to the Free Offerings or any part thereof. You agree that any termination of Your use of or access to the Free Offerings may be without prior notice, and You agree that Theorem will not be liable to You or any third party for such termination. You are solely responsible for exporting Your Data and/or Your Content from the Free Offerings, if applicable, prior to termination of Your access to the Free Offerings for any reason, provided that if Theorem terminates Your account, except as required by law, Theorem will provide You a reasonable opportunity to retrieve Your Data and/or Your Content.

NOTWITHSTANDING THE “REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS” SECTION AND “INDEMNIFICATION BY THEOREM” SECTION BELOW, THE FREE OFFERINGS ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY AND THEOREM SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE FREE OFFERINGS UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE THEOREM’S LIABILITY WITH RESPECT TO THE FREE OFFERINGS SHALL NOT EXCEED \$500.00. WITHOUT LIMITING THE FOREGOING, THEOREM AND ITS AFFILIATES AND LICENSORS DO NOT REPRESENT OR WARRANT THAT: (A) USE OF THE FREE OFFERINGS WILL MEET REQUIREMENTS, (B) USE OF THE FREE OFFERINGS WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED THROUGH THE FREE OFFERINGS WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE “LIMITATION OF LIABILITY” SECTION BELOW, YOU SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO THEOREM AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF YOUR OR YOUR USERS’ USE OF THE FREE OFFERINGS, ANY BREACH BY YOU OR YOUR USERS OF THIS AGREEMENT, AND ANY OF YOUR INDEMNIFICATION OBLIGATIONS HEREUNDER.

5. PROPRIETARY RIGHTS.

5.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, Theorem, its Affiliates, and its and their licensors reserve all rights, title, and interest in and to the Offerings (including all updates, customizations, and/or modifications thereto), the Site, its and their trade and service marks, and the Aggregate Data (defined below), including in each case all related intellectual property rights. No rights are granted to You or Your Users hereunder other than as expressly set forth herein.

5.2. Ownership of Your Data. As between Theorem and You, You exclusively own all rights, title, and interest in and to Your Data. You hereby grant Theorem, its Affiliates, and its and their applicable contractors a limited, personal, non-transferable, non-assignable (except as expressly stated herein), worldwide, non-exclusive license to host, copy, use, transmit, and display Your Data, as appropriate for Theorem to provide and ensure proper operation of, the Application(s) and associated systems in accordance with this Agreement. Notwithstanding the foregoing, You agree that Theorem shall have the right to: (a) access and use Your Data (i) to provide, maintain, and update the Applications; (ii) for the purpose of providing statistical insights and analysis related to You and Your Users’ use of Offerings; and (b) anonymize and aggregate Your Data (such anonymized and aggregated data, “Aggregate Data”) to prepare reports, studies, analyses, and other work product resulting from such Aggregate Data; provided that under no circumstances shall Theorem distribute or otherwise make available to any third party any data that is identifiable as Your Data. Subject to the limited licenses granted herein, Theorem acquires no right, title, or interest from You under this Agreement in or to any of Your Data.



5.3. Ownership of Your Content. As between Theorem and You, You exclusively own all rights, title, and interest in and to Your Content. To the extent You embed or post Your Content on the Site in connection with Your Site Profile or Firm Profile license(s), You hereby grant Theorem and its Affiliates a nonexclusive, royalty-free, transferable, and fully sub-licensable right to use, reproduce, adapt, translate, distribute, publish, and publicly display and perform Your Content throughout the world in any media, now known or hereafter devised, including but not limited to the Site, applicable sub-licensee's websites, the Firm Ecosystem and application(s). Subject to the limited rights expressly granted hereunder, Theorem acquires no right, title, or interest from You under this Agreement in or to any of Your Content.

5.4. License by You for Non-Theorem Applications. You grant Theorem, its Affiliates and applicable contractors a worldwide, limited- term license to host, copy, use, transmit, and display any Non-Theorem Applications and program code created by or for You using an Offering or for use by You with the Offerings as appropriate for Theorem to provide and ensure proper operation of the Offerings and associated systems in accordance with this Agreement. If You choose to use a Non-Theorem Application with an Offering, You grant Theorem permission to allow the Non-Theorem Application and its provider to access Your Data, Your Content, and information about Your usage of the Non-Theorem Application as appropriate for the interoperation of that Non-Theorem Application with the Offering. Subject to the limited licenses granted herein, Theorem acquires no right, title or interest from You or its licensors under this Agreement in or to any Non-Theorem Application or such program code.

5.5. Feedback. You and Your Users hereby grant Theorem and its Affiliates a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, and assignable license to use and incorporate into the Offerings any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by You or Users relating to the operation of the Offerings.

5.6. Federal Government End Use. Theorem provides the Offerings, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Offerings include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227- 7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Theorem to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specially conveying such rights must be included in any applicable contract or agreement.

6. TERM & TERMINATION.

6.1. Term of Agreement. This Agreement commences on the date You first accept it and continues until all Subscription Terms have expired or have been terminated.

6.2. Renewal of Subscription Terms. The term of each subscription shall be as specified in the applicable Order Form ("Subscription Term"). Except as otherwise specified in an Order Form, each Subscription Term will automatically renew for additional periods equal to the expiring Subscription Term or one year (whichever is shorter), unless either party gives the other notice (email is acceptable) of non-renewal at least 30 days before the end of the expiring Subscription Term. The per-unit pricing during any renewal term will increase by up to 10% above the applicable pricing in the prior term, unless Theorem provides You notice of different pricing at least 60 days prior to the applicable renewal Subscription Term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at Theorem's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume for any Offering has decreased from the prior term will result in repricing at renewal without regard to the prior term's per-unit pricing.

6.3. Termination. Either party may terminate this Agreement, and all Order Forms hereunder, for cause upon (a) 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (b) the institution by or against the other party of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of the other party's debts, (c) the other party making an assignment for the



benefit of creditors, or (d) the other party's dissolution or ceasing to do business. A material breach under this Section includes, but is not limited to, failure to pay the applicable Fees when due. Additionally, Theorem may terminate some or all of the Offerings, or portions thereof, at any time, without liability, effective immediately, if necessitated by changes in applicable law or regulations, licensing from third parties (including, by way of example, reviewers on the Site), or technology, by providing written notice to You. Termination or expiration of this Agreement or an Order Form shall not extinguish any of Your or Theorem's obligations under this Agreement that, by their nature, continue after the date of termination or expiration, including but not limited to the obligation to pay any unpaid but due Fees and the confidentiality obligations of each party hereunder.

6.4. Refund or Payment upon Termination. THEOREM DOES NOT OFFER REFUNDS. In no event shall any termination relieve You of the obligation to pay Fees payable to Theorem for the period prior to the effective date of termination. Theorem may, in its sole discretion, allow Registered Users to downgrade their account or issue a refund under special circumstances.

6.5. Effective of Termination or Expiration. Upon the termination of this Agreement or the expiration and non-renewal of a Subscription Term: (a) You will immediately cease accessing and using the Offerings subject to the termination or expired Subscription Term (including, without limitation, any applicable Theorem Content) and (b) upon Your request made within thirty (30) days, Theorem will make Your Data available for export or download, as described in the then-current Documentation, and thereafter will have no obligation to maintain or provide any of Your Data, unless legally required.

7. FEES AND PAYMENT.

7.1. Fees. You will pay all fees specified in each Order Form ("Fees"). Except as otherwise specified herein or in the applicable Order Form: (a) Fees are based on subscriptions to the Offerings purchased and not actual usage; (b) payment obligations are non-cancelable and Fees paid are non-refundable; and (c) quantities purchased cannot be decreased during the relevant Subscription Term. Fees are fixed for one calendar year from the initial effective date of the first Subscription Term for the applicable Offerings but may be modified thereafter by providing thirty (30) days written notice to You.

7.2. Invoicing and Payment. You will provide Theorem with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Theorem. If You provide credit card information to Theorem, You authorize Theorem to charge such credit card for all Fees due hereunder. Except as otherwise set forth in the applicable Order Form, payment of Fees shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. Unless otherwise stated in the Order Form, invoiced Fees are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Theorem and notifying Theorem of any changes to such information, as well as for payment of any fees or charges associated with Your payment other than those charged by Theorem's or its Affiliate's bank.

7.3. Overdue Charges. If payment of any Fees is not received by Theorem by the due date, then, without limiting Theorem's other rights or remedies, (a) the Fees may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) Theorem may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section above.

7.4. Suspension and Acceleration. If any Fees owed by You under this Agreement are 30 days or more overdue, (or 10 or more days overdue in the case of amounts You have authorized Theorem to charge to Your credit card), Theorem may, without limiting its other rights and remedies, accelerate Your unpaid Fees obligations so that all such obligations become immediately due and payable, and/or suspend your access to the Offerings until such amounts are paid in full; provided that if You are paying by credit card or direct debit and payment has been declined by the applicable financial institution, Theorem will give You at least ten (10) days' prior notice that Your payment is overdue before suspending Your access to the Offerings.



7.5. Payment Disputes. Theorem will not exercise its rights under the “Overdue Charges” or “Suspension and Acceleration” section above for 60 days if You are disputing the applicable Fees reasonably and in good faith and are cooperating diligently to resolve the dispute.

7.6. Taxes. Fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, but not limited to, value-added, sales, use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, “Taxes”). You are responsible for paying all Taxes associated with purchases hereunder. If Theorem has the legal obligation to pay or collect Taxes for which You are responsible under this Section, Theorem will invoice You and You will pay that amount unless You provide Theorem with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Theorem is solely responsible for taxes assessable against it based on its income, property, and employees.

8. CONFIDENTIALITY.

8.1. Definition of Confidential Information. As used in this Agreement, “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether electronically, orally, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and/or the circumstances of disclosure. Your Confidential Information includes Your Data and any email addresses provided to Theorem by You for the purposes of conducting review campaigns in connection with the Site Profile(s); Theorem’s Confidential Information includes the Offerings, the Aggregate Data, the Documentation, contact information of Site users and visitors provided to You as part of the Offerings, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party without reference to, or reliance upon, the Confidential Information of the Disclosing Party. For the avoidance of doubt: (i) the non-disclosure obligations set forth in this “Confidentiality” section apply to Confidential Information exchanged between the parties in connection with any Free Trials and/or Free Offerings as well as the evaluation of any of additional Offerings and (ii) each party retains all ownership, right, and title in and to its Confidential Information.

8.2. Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, the Receiving Party will (a) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) to protect the Confidential Information of the Disclosing Party; (b) not use any Confidential Information of the Disclosing Party for any purpose not authorized by this Agreement; and (c) except as otherwise authorized by the Disclosing Party in writing, limit access to, and disclosure of, the Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel, and accountants without the other party’s prior written consent; provided that a party that makes any such disclosure to its Affiliate, legal counsel, or accountants will remain responsible for such Affiliate’s, legal counsel’s, or accountant’s compliance with this “Confidentiality” section. Notwithstanding the foregoing: (i) Theorem may disclose the terms of this Agreement and any applicable Order Form to a subcontractor or Non-Theorem Application Provider to the extent necessary perform Theorem’s obligations related to this Agreement, under terms of confidentiality materially as protective those set forth herein and (ii) Theorem may provide access to Your Confidential Information to those of Your Users, employees, contractors, and agents whom You permit to use and manage Your access and use of the Offerings.

8.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the



Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

9. DATA PROTECTION. Theorem will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Your Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Your Data (other than by You, Your Affiliates, Users, and/or Authorized Persons). The terms of any data processing addendum available at www.Theoremlegal.com/legal/dpa (or other designated or replacement URL) ("DPA") are hereby incorporated by reference and shall apply to the extent that You provide Personal Data (as defined in the DPA) to Theorem or its Affiliates as part of Your use of an Offering. The terms of any data transfer addendum available at www.Theoremlegal.com/legal/dta (or other designated or replacement URL) ("DTA") are hereby incorporated by reference and shall apply to the extent that Theorem transfers Personal Data (as defined in the DTA) to You as part of Your use of an Offering.

10. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS.

10.1. Representations and Warranties by You. You represent and warrant to Theorem that: (a) Your Content will be true and complete, (b) neither Your Content nor Your Data contain any material which violates Theorem's content guidelines or which is otherwise unlawful, defamatory, or obscene, or which infringes or violates any third-party rights (including any intellectual property rights or privacy or publicity rights), or which may encourage a criminal offense or otherwise give rise to civil liability, or which contains any Malicious Code, (c) You and Your Users will comply with all applicable laws and regulations (including all applicable privacy / data protection laws and regulations and laws related to Promotions) and (d) You will ensure that You have all necessary and appropriate consents and notices in place to enable lawful transfer and processing of personal data (as defined under data protection laws). "Promotions" are any contest, sweepstakes, coupon or other promotion appearing on or promoted through the Offerings by You or Your Users. Theorem reserves the right, at its sole discretion, to reject or remove Your Content or any other information or materials posted by You on or through the Site or to alter such information or materials to conform to technical specifications for the Site and/or to comply with applicable law. You further represent and warrant to Theorem that You will not, and will not authorize or induce any other party, to: (i) generate automated, fraudulent, or otherwise invalid reviews, questions, comments, lead conversions, clicks, or other actions with regard to the Site; (ii) use any automated means or form of scraping or data extraction to access, query, or otherwise collect Theorem Content or other data, content, or reviews from the Site, except as expressly permitted by Theorem; or (iii) use any Theorem trade or service marks in any manner without Theorem's prior written consent.

10.2. Representations and Warranties by Theorem. Theorem represents and warrants that (a) the Application(s) will perform materially in accordance with the applicable Documentation and (b) subject to the "Integration with Non-Theorem Applications" section above, Theorem will not materially decrease the overall functionality of the Application(s) during a Subscription Term. For any breach of a representation and warranty above, Your exclusive remedies are those described in the "Termination" section.

10.3. Mutual Warranties. Each party represents and warrants that it has the legal power to enter into this Agreement.

10.4. DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, UNINTERRUPTED OR ERROR-FREE SERVICE, ERROR CORRECTION, AVAILABILITY, ACCURACY, AND ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THEOREM CONTENT AND SITE PROFILES ARE PROVIDED "AS IS" AND AS AVAILABLE, EXCLUSIVE OF ANY WARRANTY WHATSOEVER. FURTHERMORE, TO THE FULLEST EXTENT PERMITTED BY LAW, THEOREM SPECIFICALLY DISCLAIMS ALL WARRANTIES AND GUARANTEES



REGARDING (A) PERFORMANCE, QUALITY, AND RESULTS, (B) CLICK RATES AND CONVERSIONS, AND (C) THE ACCURACY OF THE INFORMATION THAT THEOREM PROVIDES IN CONNECTION WITH THE SITE AND/OR THE THEOREM CONTENT. THEOREM SHALL NOT BE LIABLE FOR NON-PERFORMANCE DUE TO CAUSES BEYOND ITS REASONABLE CONTROL. With respect to the Application(s), You acknowledge that Theorem does not control the transfer of data over telecommunications facilities, including the internet. Theorem does not warrant secure operation of the Application(s) or that it will be able to prevent third-party disruptions of the Application(s). You acknowledge further that the Application(s) may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Theorem is not responsible for any delays, delivery failures, or other damage resulting from such problems with the use of the internet or electronic communications.

11. INDEMNIFICATION.

11.1. Indemnification by You. You will defend Theorem and its Affiliates against any claim, demand, suit, or proceeding made or brought against Theorem or its Affiliate arising out of or in connection with (a) a third party allegation that (i) Your Content and/or Your Data (ii) a Non-Theorem Application, or (iii) a combination of a Non-Theorem Application provided by You and used with the Offerings infringes or misappropriates such third party's intellectual property rights, (b) any violation of the representations and warranties provided under this Agreement by You, (c) Your and/or Your Users use of the Offerings in an unlawful manner or in violation of this Agreement, the Documentation, and/or Order Form ((a) through (c) each a "Claim Against Theorem"), and will indemnify Theorem and its Affiliates from any damages, attorney fees, and costs finally awarded against Theorem or its Affiliate as a result, or for any amounts paid by Theorem or its Affiliate under a settlement approved by You in writing, of a Claim Against Theorem, provided that Theorem: (i) promptly gives You written notice of the Claim Against Theorem; (ii) gives You sole control of the defense and settlement of the Claim Against Theorem (except that You may not settle any Claim Against Theorem unless it unconditionally releases Theorem and its Affiliates of all liability); and (iii) gives You all reasonable assistance, at Your expense. The above defense and indemnification obligations do not apply if a Claim Against Theorem arises from Theorem's or its Affiliate's breach of this Agreement, the Documentation, or the applicable Order Form.

11.2. Indemnification by Theorem. Theorem will defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the Application(s) infringes or misappropriates such third party's intellectual property rights (a "Claim Against You"), and will indemnify You from any damages, attorney fees, and costs finally awarded against You as a result, or for amounts paid by You under a settlement approved by Theorem in writing, of a Claim Against You: provided that You: (a) promptly give Theorem written notice of the Claim Against You; (b) give Theorem sole control of the defense and settlement of the Claim Against You (except that Theorem may not settle any Claim Against You unless it unconditionally releases You of all liability); and (c) give Theorem all reasonable assistance. If Theorem receives information about an infringement or misappropriation claim related to a Application(s), Theorem may in its discretion and at no cost to You (i) modify the Application(s) so as to no longer infringe or misappropriate as claimed, without breaching the representations and warranties under "Representations and Warranties by Theorem," (ii) obtain a license for Your continued use of the Application(s) in accordance with this Agreement, or (iii) terminate Your subscriptions for the Application(s), in whole or in part, upon thirty (30) days' written notice and refund to You any prepaid Fees covering the remainder of the then-current Subscription Term for the terminated subscriptions or parts thereof. The above defense and indemnification obligations do not apply if: (1) the allegation does not state with specificity that the Application(s) are the basis of the Claim Against You; (2) a Claim Against You arises from the use or combination of the Application(s), or any part thereof, with software, hardware, data, or processes not provided by Theorem, if the Application(s) or use thereof would not infringe without such combination; (3) a Claim Against You arises from Free Offerings or a Free Trial; or (4) a Claim Against You arises from a Non-Theorem Application or Your breach of this Agreement, the Documentation, or the applicable Order Form.

11.3. Exclusive Remedy. This "Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of third-party claim for infringement, misappropriation, or otherwise.

12. LIMITATION OF LIABILITY.



12.1. Limitation of Liability. EXCEPT FOR INFRINGEMENT OR MISAPPROPRIATION OF THEOREM'S INTELLECTUAL PROPERTY RIGHTS IN AND TO THE OFFERINGS AND EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THE "INDEMNIFICATION" SECTION, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY, TOGETHER WITH ALL OF ITS AFFILIATES, ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU AND YOUR AFFILIATES HEREUNDER FOR THE OFFERINGS GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT YOU AND YOUR AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

12.2. Exclusion of Consequential and Related Damages. EXCEPT FOR INFRINGEMENT OR MISAPPROPRIATION OF THEOREM'S INTELLECTUAL PROPERTY RIGHTS IN AND TO THE OFFERINGS, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, DATA, USE, OR OTHER ECONOMIC ADVANTAGE, OR FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW AND DOES NOT LIMIT EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THE "INDEMNIFICATION" SECTION.

13. GENERAL.

13.1. Entire Agreement. This Agreement, the Documentation, and each respective Order Form contain the entire agreement of the parties with respect to the Offerings specified in each Order Form, and there are no other promises or conditions in any other agreements, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties with respect to those Offerings specified in each Order Form referencing this Agreement. The parties agree that any term or condition stated in a purchase order provided by You or in any other order documentation provided by You (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (a) the applicable Order Form, (b) this Agreement, and (c) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

13.2. Assignment. Neither party may assign or delegate any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld); provided, however, that either party may assign this Agreement in its entirety (including all Order Forms), without the other party's prior written consent (a) to an Affiliate or (b) in connection with a change of control, merger, stock transfer, sale or other disposition of substantially all the assets of the assigning party's business. Subject to the foregoing, this Agreement and each Order Form will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

13.3. Severability. If any provision of this Agreement or any Order Form, shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement or any Order Form is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

13.4. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.



13.5. Third-Party Beneficiaries. Besides those terms specifically covering Your use of the Theorem Firm Ecosystem, there are no third-party beneficiaries under this Agreement.

13.6. Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

13.7. Export Compliance. The Offerings and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Theorem and You each represents that it is not named on any U.S. government denied-party list. You will not permit any User to access or use any Offerings in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria, and Crimea) or in violation of any U.S. export law or regulation.

13.8. Notice. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing by registered mail or internationally- recognized service, or (c), except for notices of termination or an indemnifiable claim (“Legal Notices”), which shall clearly be identifiable as a Legal Notice, the day of sending by email. Billing-related notices to You will be addressed to the relevant billing contact designated by You. All other notices to You will be addressed to the relevant Offerings system administrator designated by You.

13.9. Applicable Law. This Agreement, and any disputes arising out of or related hereto, shall be governed by the laws of the State of Illinois, without regard to its conflict of laws rules. The parties agree that this contract is not a contract for the sale of goods; therefore, this Agreement shall not be governed by codification of Article 2 or 2A of the Uniform Commercial Code, or any references to the Uniform Computer Information Transactions Act or the United Nations Convention on the International Sale of Goods. The state and federal courts located in Chicago, Illinois shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts.

13.10. Force Majeure. We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any acts of God, epidemics, pandemics, strikes, labor disputes or other industrial disturbances, electrical or power outage, shortages of fuel or energy, utilities or telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war, or any other cause beyond its or our reasonable control.

13.10. Force Majeure. We may update or change the terms of this Agreement at any time with immediate effect upon notice to you, except that we will provide you with prior written notice (i) at least 30 days prior to the effective date of any changes which may cause you to be in noncompliance with the terms of this Agreement and (ii) at least 60 days prior to the effective date of any changes that would result in a modification of the Fees applicable to Your Marketplace Content. You may terminate this Agreement immediately upon written notice to us within the applicable notice period set forth above for any such change. This right of termination is in addition to any right of termination in this Agreement.



14. DEFINITIONS.

In addition to the terms defined in the body of this Agreement, the following terms shall be defined as follows:

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Agreement” means this Theorem Subscription Agreement, Order Form(s) referencing this Theorem Subscription Agreement, and information contained in a URL or policy referenced in this Master Subscription Agreement and/or Documentation.

“Application” means the online, cloud-based application and software application(s) provided by Theorem that are ordered by You under an Order Form, online purchasing portal, or are provided to You free of charge (as applicable) or under a Free Trial. The Application(s) does not include the Site, the Site Profile(s), Theorem Content, or Research Insights.

“Documentation” means the applicable Offering’s implementation and security documentation, usage guidelines, and/or policies, each as updated from time to time and accessible via the applicable Offering and/or expressly referenced in this Agreement or the Theorem Terms of Use.

“Firm Ecosystem” means the subscription-only website(s), accessible only to Registered Users, owned and operated by Theorem and/or its Affiliate(s) at which, among other things, users of business solutions and services may identify and compare company technology use and the tools to which a company is subscribed, visit third-party sites, post reviews and other comments and potential purchasers of business solutions and services may read such reviews, comments, and other content. The Firm Ecosystem may also be referred to as **“Firm StackShare”** or **“Legal Tech Stacks”** or **“LegalTech StackShare”**.

“Firm Profile” means the law firm or company profile pages on the Firm Ecosystem, and all associated features and dashboards provided by Theorem that are ordered by You under an Order Form, online purchasing portal, or are provided to You free of charge (as applicable) or under a Free Trial.

“Free Offerings” means, individually and collectively, the Offering(s) that Theorem makes available to You free of charge. Free Offerings exclude Offerings provided as a Free Trial and Offerings for which You have paid Fees.

“Free Trial” means a temporary subscription(s) to the Applications(s), the Site Profile(s), the Theorem Content, and/or the Research Insights, for which no Fees are charged, subject to the terms and conditions of this Agreement.

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“Non-Theorem Application” means a web-based, mobile, offline or other software application functionality that interoperates with an Offering, that is provided by You or a third party. Non-Theorem Applications, other than those obtained or provided by You, will be identifiable as such.

“Offerings” means, individually and collectively, the Application(s), the Site Profile(s), the Firm Ecosystem, the Firm Profile(s), the Theorem Content, and/or the Research Insights that are ordered by You under an Order Form, online purchasing portal, or are provided to You free of charge (as applicable) or under a Free Trial, and made available (online or otherwise) by Theorem, including any associated integrations, as described in the Documentation. Non-Theorem Applications are not Offerings.

“Order Form” means an ordering document or online purchasing or registration portal, including, in either case, any addenda and supplements thereto, that specifies those Offerings to which You have subscribed. By entering into



an Order Form hereunder, You and Your Affiliates agree to be bound by the terms of this Agreement as if each were an original party to this Agreement.

“Research Insights” means reports and insights prepared by Theorem that may not be distributed or made publicly available that are ordered by You under an Order Form or online purchasing portal, or are provided to You free of charge (as applicable) or under a Free Trial. Research Insights may include associated dashboards. Research Insights are not Theorem Content.

“Review Content” means Site users’ posted reviews for the products or services specified in the applicable Order Form. For clarity, references in this Agreement to “Theorem Content” include any Review Content to which You are then-currently subscribed.

“Site” means the publicly-available website(s) owned and operated by Theorem and/or its Affiliate(s) at which, among other things, users of business solutions and services may make purchases of third-party products and services, visit third-party sites, post reviews and other comments and potential purchasers of business solutions and services may read such reviews, comments, and other content. The Site does not include the Application(s).

“Site Profile” means the licensable software product and services profile pages on the Site, and all associated features and dashboards provided by Theorem that are ordered by You under an Order Form, online purchasing portal, or are provided to You free of charge (as applicable) or under a Free Trial.

“Subscriber(s)” means Theorem Registered Users, other than You and Your Users, with a valid Theorem account. Subscriber(s) does not include customers who visit the Theorem Site and have not created a valid Theorem Account.

“Subscriber Content” means content or other materials which Subscribers embed or post in connection with their Site Profile(s), their Firm Profile(s), but does not include Your Data, Theorem Content, Non-Theorem Applications, or Research Insights.

“Theorem” means Theorem Legal Technology Services, Inc. and/or its Affiliates as identified in the relevant Order Form.

“Theorem Content” means the content created, aggregated or published by Theorem, its Affiliates, and/or contractors that are ordered by You under an Order Form, online purchasing portal, or are provided to You free of charge (as applicable) or under a Free Trial. Theorem Content may include but is not limited to certain content presented on Site Profiles, Firm Profiles, within the Theorem Application(s), Purchasing or Buyers Guides, Theorem Reports, the Comparison Reports, Premium Comparison Data (located in comparison tool on Theorem Ecosystem), presented in our comparison tools, infographics, and/or social media assets.

“User” means an individual who is authorized by You to use the Offering(s), for whom You have purchased a subscription or obtained a Free Trial, and to whom You (or, when applicable, Theorem at Your request) have supplied a user identification and password (for Offerings utilizing authentication). Users may include Your employees, consultants, contractors and agents, and third parties with which You transact business, each of whom is acting solely on or for Your behalf.

“Registered User” means an individual who has created or claimed a valid Theorem account, purchased a subscription or obtained a Free Trial, and is authorized to use the Offering(s), and to whom Theorem (or, when applicable, You at Your request) have supplied a user identification and password (for Offerings utilizing authentication). Registered Users may include firm employees, vendors, consultants, contractors and agents, media professionals, and third parties who may use the Theorem Offerings or services to transact business.

“You” or “Your” means, in the case of an individual accepting this Agreement on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the



company or other legal entity for which such individual is accepting this Agreement and the Affiliates of that company or other legal entity (for so long as they remain Affiliates).

“Your Content” means any content or other materials which You embed or post in connection with Your Site Profile(s), Your Firm Profile(s), but does not include Your Data, Theorem Content, Non-Theorem Applications, or Research Insights.

“Your Data” means electronic data and information submitted or uploaded by or for You or Users, including through integrations with other systems, to the Application(s), but does not include Your Content, Non-Theorem Applications, Theorem Content, or Research Insights.