



Marketplace Seller Agreement

Last Updated: May 1, 2025

These Terms and Conditions for Theorem Marketplace Sellers (this “Agreement”) govern your listing or offer of Your Marketplace Content in Theorem Marketplace and are an agreement between Theorem Legal Technology Services, Inc. (“Theorem,” “Theorem LTS,” “we,” “us,” or “our”) and you or the entity you represent (“you” or “your”). This Agreement takes effect when you click an “I Accept” button or check box presented with these terms or, if earlier, when you use any of the Services or Professional Service Offerings (the “Effective Date”). 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 you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity. If you register an account, make purchases or otherwise use our Services or the Theorem Marketplace in a capacity other than as a Marketplace Seller (e.g., as a purchasing consumer, consultant, analyst), you agree to be bound by the Theorem General User Terms and those Terms of Use shall govern such conduct. If there is a conflict between this Agreement and the Terms of Use, this Agreement shall control, to the extent of the conflict. The terms of any existing business partner agreement in effect between you and Theorem LTS will prevail over any conflicting terms in this Agreement or the Terms of Use, except those regarding the payment of transaction proceeds under **Section 5**. Please see **Section 10** for definitions of certain capitalized terms used in this Agreement.

1. Eligibility. You must meet the following eligibility requirements to offer Your Marketplace Content through Theorem Marketplace as a Marketplace Seller.

1.1 General. For purposes of listing Your Marketplace Content, you must: (1) have a valid Theorem account; (2) upgrade and pay any Base Services Fee(s) (where applicable) within 15 days; (3) attach a verified bank account (where applicable); and (4) meet any other eligibility requirements specified in the Theorem Marketplace Listing Guidelines. If you are not a permanent U.S. resident or citizen or a business entity organized or incorporated in the United States, then you agree that you will perform all services contemplated under this Agreement outside the United States unless you have otherwise notified us that you are performing services inside the United States.

1.2 Theorem IO Eligibility. For purposes of Theorem IO only, you must: (a) be a permanent U.S. resident or citizen or a business entity organized or incorporated in the United States; (b) have a verified U.S. bank account; (c) have a valid and upgraded Theorem account; and (d) meet any other eligibility requirements specified in the separate Terms & Conditions for Theorem IO.

2. Verification. We may require you to provide additional registration information to verify your identity. This information may include your social security number or employer identification number (EIN), a valid U.S. credit card, a verified U.S. bank account, your VAT/GST registration number (where applicable) or other financial, business, tax or personal information. We may make, directly or through third parties, any inquiries we consider necessary to validate

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information that you provide to us, including checking commercial databases. You authorize us to obtain one or more of your credit reports to establish, update, or renew your account with us or upon a dispute relating to this Agreement and activity under your account. By submitting your personal information you agree that it will be subject to the Theorem Privacy Policy currently referenced at <http://theoremlegal.com/privacy>, as we may update it from time to time.

3. Listings. You may list Your Marketplace Content in Theorem Marketplace subject to the following terms:

3.1 Review of Listings. You are responsible for evaluating and testing software in Your Marketplace Content before submitting it to Theorem to confirm that it complies with this Agreement and our Policies and operates properly with the services, sites or applications offered by Theorem. In connection with the purposes contemplated under this Agreement, we may review and test Your Marketplace Content submitted for listing in Theorem Marketplace at any time, including for security-related concerns and to check the accuracy of descriptions and other materials in Your Marketplace Content. We may accept or reject Your Marketplace Content for any reason, including without limitation (a) for legal, regulatory, fraud and abuse prevention, or security reasons; (b) to restrict products, services, or activities that we deem unsafe, inappropriate, or offensive; or (c) if Your Marketplace Content otherwise violates the terms of this Agreement or our Policies. You will cooperate with our review and testing. For clarity, this section does not apply to services listed in Theorem IO.

3.2 Responsibility for Your Marketplace Content. You are responsible for Your Marketplace Content. Subject to Section 3.7 of this Agreement, you will establish the pricing, license rights and other terms governing Theorem Marketplace customers' ("**Subscribers**") access to and use of Your Marketplace Content. The terms governing use of software in Your Marketplace Content by Subscribers must be consistent with our terms for use of any services offered by Theorem that are used with Your Marketplace Content, and our terms will control to the extent of any conflict. If you do not specify license rights for Your Marketplace Content, then (i) for Data Products, you agree to license Your Marketplace Content to Subscribers under the terms of our Standard Data Subscription Agreement and (ii) for all of Your Marketplace Content other than Data Products and Professional Service Offerings, you agree to license Your Marketplace Content to Subscribers on the same terms that we license software offered by Theorem to Subscribers. You will ensure that all information about Your Marketplace Content (including information about applicable fees) displayed on the Theorem Site is, at all times, accurate, complete, not misleading, and in compliance with applicable law. Except as provided in this Agreement, Theorem obtains no rights under this Agreement from you to Your Marketplace Content. For clarity, no professional services may be included in Your Marketplace Content other than via Professional Service Offerings.

3.3 Representations and Warranties. You represent and warrant that:

1. you have the lawful right to any of Your Marketplace Content that you promote, license, sell or grant access to Subscribers through Theorem Marketplace and the sale or license of Your Marketplace Content shall not be in violation of such rights or applicable laws and regulations, regulations, including but not limited to, in the case of Data Products, (i) any requirements to



provide notice to and/or obtain consent from the individual to whom the data relates and (ii) any restrictions or requirements that apply to cross-border transfers of such data;

2. with respect to Data Products, to the extent Your Marketplace Content contains any data that (i) identifies or can be used by a Subscriber or other third party to identify a natural person or (ii) otherwise may be deemed to be personal data or personal information under applicable laws or regulations, then such data:

A. has already lawfully been made available to the general public, such as via governmental records, widely distributed media, or legally required public disclosures;

B. does not include sensitive data or sensitive information about an individual or shall not otherwise be deemed to be sensitive data or sensitive information under applicable laws and regulations, including information relating to biometric or genetic data, health, racial or ethnic origin, political opinions, religious or philosophical beliefs, sex or sexual orientation, trade union membership, or personal payment or financial information (collectively, “**Sensitive Personal Data**”). For example, none of Your Marketplace Content may include (i) any consumer reports as defined in the Fair Credit Reporting Act, as amended (“**FCRA**”), (ii) nonpublic personal information as defined under the Gramm-Leach-Bliley Act, as amended (“**GLBA**”), (iii) protected health information as defined under the Health Insurance Portability and Accountability Act, as amended (“**HIPAA**”) that has not been de-identified in compliance with HIPAA, or (iv) special categories of personal data as defined in the General Data Protection Regulation, as amended (“**GDPR**”); and

C. with respect to Professional Service Offerings, (i) you have obtained and will continue to maintain all government authorizations, permits and licenses relating to Your Marketplace Content and will ensure that third parties acting on your behalf do the same; (ii) the professional services listed in Your Marketplace Content, as performed by you and any third parties acting on your behalf, are not in violation of and will not violate any third party rights, laws or regulations (including mandatory regulatory guidance) including in performing, operating, selling, licensing, distributing and otherwise providing Your Marketplace Content; and (iii) you will not offer any Professional Service Offerings that constitute a “Defense Service” under the International Traffic in Arms Regulations or otherwise in connection with chemical, biological or nuclear weapons, other nuclear explosive devices, or missiles capable of delivering such weapons.

3.4 Maintenance and Removal of Your Marketplace Content.

1. You will ensure that all software in Your Marketplace Content is up-to-date with current bug fixes and patches. You will ensure that all underlying content of your Data Products are up-to-date and free of viruses, worms, Trojan horses, disabling programming instructions or other such items that may threaten, infect, damage, disable or otherwise interfere with the permitted use of the respective product or service. If Theorem determines that an update to the operating system used in Your Marketplace Content is necessary or desirable, we may, but do not need to, contact you to request that you update and resubmit Your Marketplace Content in accordance with Section 3.1. If we provide notice to you to update and resubmit Your Marketplace Content, and you fail to do so within the time specified in such notice, then Theorem reserves the right to



remove Your Marketplace Content from the Theorem Marketplace and (if applicable) cancel any underlying subscriptions to Your Marketplace Content that utilize any services offered by Theorem. We may also remove any listing or offer for Your Marketplace Content from Theorem Marketplace at any time for any reason and in the case of Data Products, cancel any underlying subscriptions (i) for legal, regulatory, fraud and abuse prevention, or security reasons; (ii) to restrict products, services or activities that we deem unsafe, inappropriate, or offensive; or (iii) if Your Marketplace Content otherwise violates the terms of this Agreement or our Policies.

2. You may remove a Paid Listing of or offer for Your Marketplace Content from Theorem Marketplace at any time in accordance with Theorem Marketplace Listing Guidelines and General Vendor Terms.

3. Any removal by you of any listing or offer of Your Marketplace Content from Theorem Marketplace will apply to prospective Subscribers only and you will continue to enable current Subscribers to use Your Marketplace Content after removal of the listing or offer until that Subscriber terminates their use, unless otherwise provided in the terms governing the use of Your Marketplace Content, which will be solely between you and the relevant Customer.

3.5 Our Role. You will be the seller of record for Your Marketplace Content. Any sale or license of, or granting of access to, a listing of Your Marketplace Content, will be considered a Transaction. Except as expressly set forth in this Agreement, we are not involved in any underlying Transaction between you and any Subscriber. We are not responsible for any dispute between you and any Subscriber, but we may elect to assist in resolving any dispute between you and any Subscriber. If we elect to assist in the resolution of a dispute, you agree to cooperate with us to resolve the dispute and that any final resolution of a such a dispute will be between you and the Subscriber.

3.6 Your Role.

1. You may outline policies regarding the sale of Your Marketplace Content. These policies may include, for example, shipping, returns, payment and selling policies. You must create reasonable policies in good faith and must abide by such policies. All such policies must comply with this Agreement and our published policies. You are responsible for enforcing your own policies. In the event of conflict between your policies and this Agreement, this Agreement shall control as it relates to your use of the Theorem Services.

2. All sales are binding. You are obligated to provide the applicable Marketplace Content order in a prompt manner after a sale is made over the Services or you otherwise complete the transaction with the applicable buyer. The cost arising from not completing orders in time shall be undertaken by you.

3. To the extent you use any third party to assist or facilitate any portion of your use of the Services, including without limitation your listings, sales, fulfillment, system notifications or changes, customer support or other functions, you agree that you shall be responsible for and we shall not be liable for any acts, conduct, errors, omissions, losses, claims or other issues resulting from your use of such third party's services.



4. The price stated in each listing description for Your Marketplace Content must be an accurate representation of the sale. You may not charge excessive shipping fees or otherwise avoid fees. You may not do anything intended to or having the effect of avoiding any fees due to us, or otherwise intended to violate this Agreement, including without limitation, altering Your Marketplace Content's price or terms after a sale, misrepresenting the Marketplace Content's location, or using another seller's account without permission.

5. You are also responsible for any nonconformity or defect in, or any recall (public or private, voluntary or mandatory) of, as well as any other safety concerns related to, Your Marketplace Content. You will notify us as soon as you become aware of any recall related to Your Marketplace Content.

6. If we determine that the performance of your obligations under this Agreement may result in returns, claims, disputes, violations of this Agreement or our published policies, or cause any other risks to us, other users of the Services, or other third parties, then we (at our sole discretion) may mitigate such risks, including, without limitation, by issuing customer refunds, issuing penalties, withholding, offsetting or retaining amounts otherwise due to you, suspending your account or taking any other actions we deem appropriate for so long as we (in our sole discretion) believe Your Marketplace Content might pose continued risks to us, other customers, or other third parties.

3.7 Fair Treatment of Our Subscribers. You must offer Your Marketplace Content to Subscribers on terms and conditions (including but not limited to price) at least as favorable to the same offering(s) on Similar Sales Channels such that (a) your total fees and charges for Your Marketplace Content must not exceed the lowest total fees and charges you offer through any Similar Sales Channels and (b) you must make available the same selection (including all versions) of a particular product type you make available on Theorem Marketplace (e.g., software-as-a-service, MI, containers, Data Products, or Professional Service Offerings) that you make available through any Similar Sales Channel. Authorized Resellers will notify us if they cannot meet an obligation under this section because the ISV offers the Authorized Resale Product at a price higher than available in a Similar Sales Channel. You will provide all updates and new versions of Your Marketplace Content (Reseller Content instead for Authorized Resellers), as soon as those updates or versions are available through a Similar Sales Channel. For clarity, this Section 3.7 is not applicable to any private or customized products or private offerings made to your subscribers or customers.

3.8 Subscriber Ratings and Feedback. We may implement mechanisms that rate, or allow Subscribers or users to rate and provide Feedback about, Your Marketplace Content (including information about Your Marketplace Content that was removed from Theorem Marketplace), you, and your performance in connection with Your Marketplace Content and Theorem Marketplace or Theorem IO. We may make these ratings and feedback publicly available. Feedback generated by Subscribers or users on our Services are not endorsed by Theorem and do not represent the views of Theorem. Theorem does not assume liability for Feedback or for any claims for economic loss resulting from such ratings and reviews. We reserve the right to exclude such Feedback for any reason or no reason, without notice to you. By way of example,



we may exclude Feedback if we determine, in our sole discretion, that any rating or review could diminish the integrity of the ratings and reviews program.

3.9 Technical Support and Subscriber Service. You are solely responsible for technical support (if any) for Your Marketplace Content. You must make Subscriber support (i.e., non-technical) contact details available for each of your Data Products. To be clear, this section does not create an obligation that you provide technical support for Your Marketplace Content, but we need not provide Subscriber support or technical support to any Subscriber of Your Marketplace Content. For clarity, this Section 3.9 is not applicable to Professional Service Offerings.

3.10 Subscriber Information. Your use of Subscriber Data shall comply with all applicable laws, including without limitation any data protection laws governing Personal Data. Except as expressly set forth in this Section 3.10 or as otherwise expressly permitted by us, you may use Subscriber Information only (i) to communicate with Subscribers who acquire rights to Your Marketplace Content (a) to provide customer training and technical support, (b) for software or data subscription activation, configuration and customization of content delivered via a software-as-a-service model, and (c) for facilitating Professional Service Offerings to Subscribers; (ii) for computation of your internal sales metrics; or (iii) for compliance verification purposes related to Subscribers seeking to acquire rights to the underlying content of your Data Products. You may not use Subscriber Information for any other purpose, unless otherwise agreed in writing between you and the respective Subscriber. For example, you may not, directly or indirectly: (t) disclose any Subscriber Information to any third party, except as necessary for you to perform your obligations under this Agreement and only if you ensure that every recipient uses the information only for that purpose and complies with any restrictions applicable to you; (v) use any Subscriber Information for any marketing or promotional purposes whatsoever; (w) use any Subscriber Information in any way inconsistent with applicable privacy policies or law; (x) contact a Subscriber to influence them to make an alternative purchase; (y) disparage us, our affiliates or any of their or our respective products and services; or (z) target communications of any kind based on the intended recipient being a Subscriber. Notwithstanding the foregoing, you may use Subscriber Information for your marketing or promotional purposes in accordance with applicable privacy policies and law provided that you have obtained the express consent of Subscribers receiving such marketing or promotional communications. Authorized Resellers may also share Subscriber information with ISVs for ISVs to use as described in (i) and (ii) of this section as long as Authorized Resellers have obtained the consent of the Subscribers to share the Subscriber Information. This section does not prevent you from using other information that you acquire without reference to Subscriber Information for any purpose, even if that information is identical to Subscriber Information, as long as you do not target communications based on the intended recipient being a Subscriber. You shall employ reasonable and appropriate measures to safeguard Subscriber Information from misuse, loss, destruction or unauthorized access or use. We do not assume any responsibilities for disputes between you and Subscribers or users for using: (1) Subscriber Information (including Personal Data) without authorization; or (2) information that you acquire independently outside of this Agreement.

3.11 Marketing Restriction. You may not include in Your Marketplace Content, any advertisements or promotions for, or opportunities for a Subscriber to purchase, products or services that you do not list in Theorem Marketplace. If you choose to market or make other



references to the availability of Your Marketplace Content, you must refer to Theorem Marketplace or use an approved logo provided by us, in compliance with any trademark usage guidelines we specify.

3.12 Other Rights.

1. During the term of this Agreement and for so long as Subscribers may use Your Marketplace Content, you grant us a nonexclusive, worldwide license to: (a) reproduce, distribute, display, transmit, promote, and otherwise digitally make available (via all means of online and electronic distribution), Your Marketplace Content (Reseller Content instead for Authorized Resellers) to provide services to you in accordance with this Agreement, provided that no Subscriber shall be provided access to the underlying product or service of Your Marketplace Content without an active subscription; (b) use (i) your trademarks and logos in the form you provide them to us (with any modifications to optimize their viewing), and (ii) limited portions of Your Marketplace Content (Reseller Content instead for Authorized Resellers) (e.g., product or service description) for marketing Your Marketplace Content or Theorem Marketplace and (c) access, display, promote and otherwise use Your Marketplace Content other than Paid Listings of Data Products (Reseller Content instead for Authorized Resellers) for demonstrating Your Marketplace Content for potential Subscribers. Use of or access to Your Marketplace Content (Reseller Content instead for Authorized Resellers) by Theorem for the purposes specified in this section is under the foregoing license and the terms of this Agreement, and such license expressly supersedes any click-through, browse wrap and/or other terms related to Your Marketplace Content (Reseller Content instead for Authorized Resellers). For clarity, the foregoing license shall be limited in all respects to the purposes and transactions contemplated under this Agreement. We may permit our affiliates and independent contractors to exercise the rights that you grant to us in this Agreement. We assume all liability and responsibility for our affiliates' and independent contractors' compliance with, or breach of, the terms of this Agreement.

2. You are solely responsible for your conduct and activities on or relating to the Services and your use of the Theorem Marketplace, including any and all data, text, information, usernames, graphics, images, photographs, profiles, audio, video, items, listings, and links that you submit, post or display on the Theorem Marketplace ("Content"). Your Content and Marketplace Content, use of (or activity on) the Services, must be in accordance with the Theorem Marketplace Listing Guidelines.

3.13 Data Privacy. If the GDPR applies to our processing of your personal data in Your Marketplace Content, then the Theorem Data Processing Addendum ("**DPA**"), as referenced in the Theorem General User Terms, will apply, provided that:

1. We will process your personal data in accordance with the instructions provided to us via configuration tools such as the Theorem administrative portal and APIs made available by Theorem for Theorem Marketplace, which includes our technical and organizational measures set forth in the DPA. Due to the nature of Theorem Marketplace, certain technical measures



(which were otherwise optional for you under the DPA) will be automatically applied by us (e.g., encryption of all Data Products).

2. Unless otherwise instructed by you, you instruct us to continue to process your personal data in Your Marketplace Content for an active subscription until its expiration or termination.

4. Reselling on Theorem Marketplace. For clarity, this section does not apply to the third party services listed in Theorem IO.

4.1 Eligibility. As agreed by you and another seller or provider on Theorem Marketplace, you may (i) designate such other person or entity as a reseller of one or more products for which you have a Paid Listing on Theorem Marketplace (in such case, you are an independent software vendor or “**ISV**”), or (ii) accept a designation as a reseller of such other person or entity's product(s) on Theorem Marketplace (in such case, you are an “**Authorized Reseller**”) in accordance with these terms and conditions and any separate written agreement you and such ISV or Authorized Reseller have entered into. To be eligible to use this Theorem Marketplace feature, Authorized Reseller and ISV each must be an Theorem customer and each must accept the terms and conditions of this Agreement.

4.2 Authorized Resale Products. ISV must have a Paid Listing for each product that it authorizes for resale using this Theorem Marketplace feature (each an “**Authorized Resale Product**”). ISV's Paid Listing fulfills the requirement under Section 1 of this Agreement for Authorized Reseller's eligibility to offer Authorized Resale Products through Theorem Marketplace. If ISV has submitted the Authorized Resale Product to us and we have approved it for listing as set forth in Section 3.1, Authorized Reseller need not submit the same Authorized Resale Product to us for review and approval.

4.3 Establishing Resellers. ISV shall use the Theorem Marketplace management portal or similar mechanism to create “opportunities” that designate the Authorized Reseller(s) for the applicable Authorized Resale Products (each such opportunity, an “**Theorem Marketplace Reseller Authorization**”). To be clear, while the Authorized Reseller must make payments to the ISV, the processing of payments will be as described in Section 5.1. By creating an Theorem Marketplace Reseller Authorization, ISV agrees to sell to the applicable Authorized Reseller the specified Authorized Resale Products for resale only and authorizes Authorized Reseller to issue offers for, and resell via offers, the same Authorized Resale Products to Subscribers in Theorem Marketplace. An Authorized Reseller is deemed to have accepted an Theorem Marketplace Reseller Authorization when such Authorized Reseller acts on such Theorem Marketplace Reseller Authorization to create resale transactions to Subscribers. By accepting an Theorem Marketplace Reseller Authorization, Authorized Reseller agrees to purchase the Authorized Resale Products from ISV at the designated price set forth in the applicable Theorem Marketplace Reseller Authorization solely for resale to Subscribers and to conduct such resales using offers in Theorem Marketplace.

4.4 Resale Transactions. Each resale by Authorized Reseller of an Authorized Resale Product to a Subscriber includes a contemporaneous sale of the same Authorized Resale Product from ISV to Authorized Reseller. Each such sale and resale is a Transaction as defined in Section 10.



4.5 Price Modifications. To the extent that ISV's price to Authorized Reseller for an Authorized Resale Product is based on the publicly available price of the corresponding Paid Listing, ISV and Authorized Reseller acknowledge and agree that if ISV modifies the publicly available price for the corresponding Paid Listing, such modification will also modify the price Authorized Reseller pays to ISV for sale of such Authorized Resale Product under the applicable Theorem Marketplace Reseller Authorization. Modification of the publicly available price by ISV will not modify the pricing payable by Authorized Reseller for Authorized Resale Products (i) already purchased by Authorized Reseller, or (ii) already offered for resale by Authorized Reseller prior to the ISV's price modification.

4.6 Use of Data. Unless otherwise agreed by the applicable Subscriber, as between Authorized Reseller and ISV, Subscribers are purchasing Authorized Resale Products only from Authorized Reseller and such resales by Authorized Reseller do not create a Subscriber relationship with ISV. Authorized Reseller will not, except as expressly permitted under Section 3.10, disclose to ISV any Subscriber Information arising from Authorized Reseller's resales of Authorized Resale Products to Subscribers or allow ISV to use any such Subscriber Information. ISV and Authorized Reseller each represent, warrant and covenant that any data or information that it transmits or provides to us or to the other, including any such data or information that we convey to ISV or Authorized Reseller for the other in connection with this Theorem Marketplace feature or any Transactions contemplated by this Section, whether proposed or actual, was collected, stored, processed, disclosed and used consistent, in all ways, with applicable privacy policies and law, and that the receipt, storage, use, processing, disclosure or transmission of such data by us or others in connection with this Theorem Marketplace feature and the Transactions contemplated by this Section does not require and does not depend on the need to obtain any additional consents, authorization, or other rights or permissions from any other person or entity.

4.7 Termination of Reseller Authorization. Either ISV or Authorized Reseller (the “Terminating Party”) may terminate an applicable Theorem Marketplace Reseller Authorization through the Theorem Marketplace management portal or by using a similar mechanism to notify us at any time that it wishes to terminate. The Terminating Party represents and warrants that its termination of any Theorem Marketplace Reseller Authorization complies with the terms and conditions of its agreement with Authorized Reseller or ISV, as applicable.

4.8 Implementation of Termination. Upon receipt of a termination notice under Section 4.7 or upon any termination of this Agreement by ISV or Authorized Reseller, we will implement such termination within a reasonable period by (i) removing (a) Authorized Reseller's ability to purchase Authorized Resale Products from ISV under the applicable Theorem Marketplace Reseller Authorization, and (b) Authorized Reseller's ability to issue offers for the same for resale to Subscribers and (ii) removing any offers for Authorized Resale Products issued by Authorized Reseller that have not yet been consummated. Once termination is implemented, we will not

facilitate any further Transactions set forth in the applicable Theorem Marketplace Reseller Authorization (ongoing subscriptions obtained through earlier Transactions will not be affected). However, ISV and Authorized Reseller acknowledge and agree we may continue to facilitate Transactions under applicable Theorem Marketplace Reseller Authorization until



implementation of termination is complete, and this Agreement will continue to apply to such Transactions.

4.9 No Interference. Neither ISV nor Authorized Reseller will interfere with or prejudice the other's performance of its obligations under this Agreement before or after termination of any Theorem Marketplace Reseller Authorization.

5. Additional Terms for Paid Listings. If Your Marketplace Content is listed as a Paid Listing, the terms in this Section also apply. Except with respect to Professional Service Offerings, all non-Paid Listings of Your Marketplace Content (e.g., basic listings, bring your own license or free trials of a Data Product) must convert to a Paid Listing in Theorem Marketplace no later than 15 days after the initial listing of the non-Paid Listing version, unless we determine that we cannot accept Paid Listings from you for regulatory reasons. Any license governing software or data (as applicable) made available via a non-Paid Listing (regardless of the channel used to sell such license) must allow the licensee to use such software or data on Theorem without additional fees (including additional support fees), costs, requirements, or restrictions.

5.1 Processing of Transactions; Collection of Transaction Proceeds. You hereby appoint us as your payment processing agent for the limited purpose of receiving payments on your behalf from Subscribers or Authorized Resellers (“Users”). On your behalf, we will process all payments and refunds for Transactions and collect the applicable Transaction Proceeds. Receipt of funds from Users by us on your behalf for Your Marketplace Content will be deemed receipt of funds from Users by you and will satisfy the obligations owed to you by Users in the amount of the applicable payment by the User. We do not guarantee payment on behalf of any Subscribers, including payments owed to ISV from Authorized Resellers, but nonpayment by Subscribers will not excuse payments owed by Authorized Resellers to ISVs. Unless you have enabled Subscribers to use an existing license to use Your Marketplace Content (e.g., Bring Your Own Subscription for Data Products and Bring Your Own License for software listings), **YOU WILL ENSURE THAT ALL FEES AND CHARGES PAYABLE BY SUBSCRIBERS FOR YOUR MARKETPLACE CONTENT ARE BILLED AND COLLECTED THROUGH US AND YOU WILL NOT OFFER OR ESTABLISH ANY ALTERNATIVE MEANS OF PAYMENT.** Other than with respect to Data Products, we may impose transaction limits on some or all Subscribers and sellers/providers relating to the value of any Transaction or disbursement, the cumulative value of all Transactions or disbursements during a time period or the number of Transactions per day or other time period. We may withhold for investigation, or refuse to process, any of your Transactions that we suspect is fraudulent, unlawful or otherwise violates the terms of this Agreement or our Policies. For clarity, we will not pay you any fees where we are using Your Marketplace Content for our testing, support, demonstration, or other sales support of Your Marketplace Content as necessary to exercise our rights under Sections 3.1 and 3.12 of this Agreement.

5.2 Transaction Proceeds. For Clarity, you must provide or attach an authorized bank account in order to maintain your listing and to receive any transaction proceeds. Unless otherwise agreed to in writing, at the end of each month, we will pay to you all previously unpaid Transaction Proceeds that we have fully collected as of the date that is 2 business days before the date of payment, provided that Transaction Proceeds from the resale of Authorized Resale



Products will be subject to Section 5.3. We will deduct from each payment any Fees due to us related to Your Marketplace Content and the associated Transaction(s). We may also withhold, deduct, or setoff any amounts payable by you to us or our affiliates against any Transaction Proceeds. No Transaction Proceeds will be payable to you for our use of Your Marketplace Content for the purposes described in Section 3.12. All payments to you will be sent through Theorem or its partner portal or, at Theorem's discretion, through any other Automated Clearing House (ACH) system to your designated U.S. bank account. If there is an error in the processing of any Transaction, you authorize us to debit or credit your designated bank account, to correct such error, provided that any such correction is made in accordance with applicable laws and regulations. If we cannot debit your designated bank account for any reason, you authorize us to resubmit the debit, plus any applicable fees, to any other bank account or payment instrument that you have on file with us or to deduct the debit and applicable fees from future Transaction Proceeds.

5.2(a) Additional Fees for Contract Expansions.

If, within twelve (12) months following a Transaction, the Subscriber/Purchaser increases its spend, contract value, or licensing scope with the Marketplace Seller for the same or related Marketplace Content, the Marketplace Seller agrees to report such increase to Theorem and pay additional Listing Fees on the incremental Net Cash Proceeds at the rates specified in Exhibit A. This obligation applies regardless of whether the upsell, renewal, or contract expansion is processed through Theorem Marketplace.

5.2(b) Pre-Existing Customer Exception. Seller will not be obligated to pay Listing Fees on Transactions processed through Theorem if Seller provides prompt written notice, along with reasonable supporting documentation, that: (a) the Subscriber had an active contract with Seller for the specific offering, SKU, or product in question at the time of the Transaction, or (b) active commercial discussions with the Subscriber for that same offering were ongoing within the prior six (6) months. This exception does not apply where the prior relationship was unrelated, expired, or more than six (6) months old. General marketing outreach, including but not limited to dormant leads or unrelated communications, do not constitute active discussions. Theorem reserves the right to make a final determination in good faith where ambiguity exists, and both parties agree to apply a reasonableness standard consistent with the goals of a collaborative partner relationship.

5.3 Resale Transaction Proceeds. Amounts payable to ISVs from Authorized Resellers for the sale of Authorized Resale Products will be disbursed from Transaction Proceeds that we collect from the contemporaneous resale of such Authorized Resale Products by Authorized Resellers. We do not separately collect payment from Authorized Resellers of the price payable to ISVs for sales of Authorized Resale Products. We will disburse Transaction Proceeds from each resale of an Authorized Resale Product in the following order: (i) we will deduct the Reseller Processing Fee and the ISV Listing Fee for the contemporaneous sale from ISV to Authorized Reseller, (ii) we will disburse remaining Transaction Proceeds to ISV up to the price for the Authorized Resale Product payable by the Authorized Reseller as set forth in the applicable Theorem Marketplace Reseller Authorization, and (iii) we will disburse any remaining Transaction Proceeds to Authorized Reseller. We do not guarantee payment to ISV on behalf of Authorized



Reseller. Without limiting the generality of the foregoing, ISV will bear the sole risk of payment in full from Authorized Reseller. If following payment from us to ISV of Transaction Proceeds as set forth above, there is any Shortfall, such Shortfall must be paid by the Authorized Reseller. We have no obligation or liability for any such Shortfall or Authorized Reseller debt.

5.4 Taxes. You are responsible for the calculation, invoicing (if required), validation and payment of all sales, use, excise, import, export, value-added, withholding and other taxes and duties assessed, incurred or required to be collected (“**Taxes**”) or paid for any reason in connection with any Transaction and with Your Marketplace Content. We need not determine whether any Taxes apply to any Transaction, and we are not responsible for remitting Taxes to any taxing authority for any Transaction, or for reporting any information (including the payment of Taxes) for any Transaction. Despite the foregoing, when we are legally obligated by a valid taxing authority, we will collect Taxes, and we will provide Subscribers with a compliant tax invoice. All fees and payments payable by you to Theorem under this Agreement are exclusive of any applicable taxes, deductions or withholding (including but not limited to cross-border withholding taxes). If any such taxes (for example, cross-border withholding taxes) are required to be withheld on any payment, you will pay such additional amounts as are necessary to the appropriate recipient so that the net amount received by Theorem is equal to the amount then due and payable under this Agreement. The following applies only if you are incorporated or organized under the laws of Australia and subject to A New Tax System (Goods and Services Tax) Act 1999 (Cth) (the “**GST Act**”): All supplies made by you through Theorem Marketplace (other than GST-free or input taxed supplies) will be treated as if they were inbound intangible consumer supplies made through Theorem Marketplace for the purposes of Section 84-60(1) of the GST Act. Notwithstanding anything to the contrary herein, nothing in this Agreement shall, or shall be interpreted or construed to, induce or require either party hereto to act in any manner (including taking or failing to take any actions in connection with a transaction) which is inconsistent with or penalized under any U.S. laws, regulations, rules or requirements that apply to any party to the Agreement.

5.5 Risk of Loss. We will bear the risk of fraud associated with our sale or license of the services offered by Theorem, which does not include Your Marketplace Content. You will bear all other risk of fraud or loss, including the risk of chargebacks or credit card fraud associated with your sale or license of Your Marketplace Content. If we receive a chargeback or determine a payment related to a Transaction resulted from fraud, then you will promptly reimburse us for the total amount of any applicable Transaction Proceeds paid to you, as well as all credit card association, bank or other payment processing, re-presentment and/or penalty fees associated with the original Transaction.

5.6 Cancellations and Refunds. Unless otherwise required by the Theorem Marketplace Listing Guidelines, you will post your cancellation and refund policy in the listing or offer for Your Marketplace Content in Theorem Marketplace or in any Custom Terms (as that term is defined in the Terms and Conditions for Theorem IO) that you specify in the Theorem IO console. At a minimum, this cancellation and refund policy must: (a) allow Subscribers who subscribe to Your Marketplace Content to exercise any rights to cancel subscriptions to Your Marketplace Content through the Theorem Site; and (b) comply with the other requirements of this Agreement, including the Theorem Marketplace Listing Guidelines. You will accept and process



cancellations of, and provide refunds and adjustments for, Your Marketplace Content in accordance with the cancellation and refund policy posted at the time of the applicable Transaction and as otherwise required by law. You will route all Transaction refund (and adjustment) payments through us. We will credit the applicable account, and you will reimburse us for all amounts so refunded.

5.7 Removal. Upon removal of the listing or offer of Your Marketplace Content (other than Professional Service Offerings), you will continue to support Your Marketplace Content to current Subscribers for at least 90 days following removal of the listing, unless otherwise stated in the terms with the Subscriber governing use of Your Marketplace Content. If you are an ISV, you will continue to support the Authorized Resale Products to Authorized Reseller until Authorized Reseller's obligations to its current Subscribers for such Authorized Resale Products are completed.

6. Term and Termination. The term of this Agreement will begin on the Effective Date set forth on the Cover Page and will continue until terminated. Either party may terminate this Agreement for any or no reason by providing 30 days' written notice to the other party. Following termination of this Agreement, you will allow existing Subscribers to continue to use Your Marketplace Content on terms and conditions (including price) at least as favorable as those in effect at the time of termination (but in any event consistent with the requirements of Section 3.2), and on your behalf, we will continue to process all payments and refunds for Transactions and collect the applicable Transaction Proceeds in accordance with Section 5; provided, however, that upon at least 90 days' prior notice to existing Subscribers, you may stop making Your Marketplace Content available to existing Subscribers if you are no longer making products or services similar to Your Marketplace Content commercially or otherwise publicly available on any Similar Sales Channel. Despite anything in this Agreement to the contrary, we may terminate an existing Subscriber's use of Your Marketplace Content (a) at any time in accordance with our agreement with the Subscriber or (b) upon termination of this Agreement for any or no reason.

7. Indemnification.

7.1 General. You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their and our respective employees, officers, directors, and representatives from and against any loss, claim, liability, damage, action or cause of action (including reasonable attorneys' fees) arising out of or relating to any third party claim, including any claim brought by an ISV or Reseller against us, concerning: (a) alleged infringement, misappropriation, or violation of any third-party rights by Your Marketplace Content (Reseller Content instead for Authorized Resellers), or by the copying, use, distribution, sale, development, design, production, advertising or marketing of Your Marketplace Content (Reseller Content instead for Authorized Resellers); (b) a dispute between you and any ISV, Reseller or Subscriber to Your Marketplace Content; (c) any royalties or payments due by you to any third parties as a result of this Agreement; (d) any actual or alleged violation of law, gross negligence, willful misconduct, or fraud by you or third parties performing services or acting on your behalf relating to Your Marketplace Content; (e) any actual or alleged breach of your representations, warranties or covenants set forth in this Agreement, including but not limited to Section 3.3; (f) any claim or



demand for payment of any Taxes imposed in connection with any Transaction, and for any fines, penalties, or similar charges imposed as a result of your failure to collect, remit or report any Taxes in connection with any Transaction; and (g) in the case of Professional Service Offerings, any claims by your employees, agents, consultants, subcontractors or other third parties performing services on your behalf relating to workers compensation or other benefits.

7.2 Process. We will promptly notify you of any claim subject to Section 7.1, but our failure to promptly notify you will only affect your obligations under Section 7.1 to the extent that our failure prejudices your ability to defend the claim. You may: (a) use counsel of your own choosing (subject to our written consent) to defend against any claim; and (b) settle the claim as you deem appropriate as long as you obtain our prior written consent before entering into any settlement. We may also assume control of the defense and settlement of the claim at any time.

8. Disclaimers; Limitations of Liability.

8.1 Generally. EXCEPT AS MAY BE EXPRESSLY SET FORTH OTHERWISE IN THIS AGREEMENT AND EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE, OUR AFFILIATES AND OUR LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING ALL SERVICES, SOFTWARE, OR PRODUCTS PROVIDED BY OR ON BEHALF OF US IN CONNECTION WITH THIS AGREEMENT, OR THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE, OUR AFFILIATES AND OUR LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

8.2 Limitations of Liability. EXCEPT TO THE EXTENT PROHIBITED BY LAW, IF ANY PARTY DEFAULTS ON ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND SUBJECT TO THE LIABILITY CAP IN SECTION 8.3, THE NON BREACHING PARTY WILL BE ENTITLED TO RECOVER FROM THE BREACHING PARTY ONLY THE ACTUAL AND DIRECT DAMAGES THAT THE NON BREACHING PARTY MAY INCUR ON ACCOUNT OF SUCH BREACH. EXCEPT FOR INDEMNITY OBLIGATIONS IN SECTION 7 AND EXCEPT TO THE EXTENT PROHIBITED BY LAW, NEITHER PARTY NOR ANY OF EITHER PARTY'S RESPECTIVE AFFILIATES OR LICENSORS WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES EVEN IF A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING DAMAGES ASSOCIATED WITH: LOSS OF PROFITS OR GOODWILL; UNAVAILABILITY OR NON-PERFORMANCE OF ANY OR ALL OF THE SERVICES OFFERED BY THEOREM; INVESTMENTS, EXPENDITURES OR COMMITMENTS RELATED TO USE OR ACCESS TO THE SERVICES OFFERED BY THEOREM; OR UNAUTHORIZED ACCESS TO, COMPROMISE, ALTERATION OR LOSS OF YOUR CONTENT (INCLUDING YOUR MARKETPLACE CONTENT), INCLUDING REPLACEMENT COSTS.



NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE, RESTRICT OR MODIFY ANY RIGHT OR REMEDY YOU HAVE IN STATUTE OR OTHERWISE TO THE EXTENT THAT RIGHT TO REMEDY CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED UNDER LAW. TO THE FULLEST EXTENT PERMITTED BY LAW WE LIMIT OUR LIABILITY UNDER ANY SUCH NON-EXCLUDABLE RIGHT OR REMEDY TO AT OUR OPTION: (i) RESUPPLY OF THE SERVICES; OR (ii) THE COST OF RESUPPLY OF THE SERVICES.

8.3 Damages Cap. EXCEPT FOR OBLIGATIONS ARISING UNDER SECTION 7, NEITHER PARTY'S NOR ANY OF ITS RESPECTIVE AFFILIATES' OR LICENSORS' AGGREGATE LIABILITY IN CONNECTION WITH ANY CLAIM UNDER THIS AGREEMENT WILL EXCEED THE TOTAL TRANSACTION PROCEEDS ACCRUED BY US UNDER THIS AGREEMENT FOR THE TWELVE-MONTH PERIOD PRECEDING SUCH CLAIM, MINUS THE AMOUNT OF ANY DAMAGES PAID BY SUCH PARTY OR ITS AFFILIATES OR LICENSORS TO THE OTHER PARTY DURING SUCH TWELVE-MONTH PERIOD.

8.4 Insurance. You will maintain at your expense throughout the Term of your use of the Theorem Marketplace or services, general commercial, umbrella or excess liability insurance with the limits per occurrence and in aggregate reasonably requested by us covering liabilities caused by or occurring in conjunction with the operation of your business, including products, products/completed operations and bodily injury, with policies naming Theorem and our Affiliates as additional insureds. At our request, you will provide to us certificates of insurance for such coverage.

9. Miscellaneous.

9.1 Confidentiality, Nondisclosure; Publicity. The parties will comply with the terms of any nondisclosure agreement between you and us (or our affiliates). If no such agreement exists, you and your representatives (a) will protect and keep confidential the existence of this Agreement, its terms and conditions (including Fees and pricing)) and any other information obtained from us in connection with this Agreement identified as confidential or proprietary or that, given the nature of the information or the manner of its disclosure, reasonably should be considered confidential or proprietary because it is not known to the general public (including but not limited to all information relating to our technology, customers, business plans, marketing activities and finances), (b) will use this information only for the purpose(s) for which it was originally disclosed and in any case only to fulfil your obligations under this Agreement, and (c) will return all information to us promptly upon the termination of this Agreement. **For clarity, the terms of this agreement and any Fees charged by us for your use of Theorem Marketplace is our confidential information.**

All confidential information provided by us under this Agreement will remain our exclusive property, and you will have no rights to use this information except as expressly provided herein. You will not use any trade name, trademark, service mark, logo or commercial symbol, or any other proprietary rights of ours or any of our affiliates' in any manner without prior written authorization. You will not issue press releases or make any other public statements relating to or referencing Theorem or this Agreement without our written permission.



If a court or government agency orders you to disclose confidential information in connection with this agreement, you shall promptly notify us so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. This section shall survive two (2) years after the termination of the Agreement or until the confidential information is no longer deemed confidential under applicable law, whichever occurs first.

9.2 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.

9.3 Independent Contractors; Non-Exclusive Rights. The parties to this Agreement are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Each party reserves the right (a) to develop, or have developed for it, products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and (b) to assist third-party developers or systems integrators who may offer products or services which compete with the other party's products or services.

9.4 Subcontractors; No Third Party Beneficiaries. Your use of subcontractors to perform any obligations to Subscribers (as permitted by such Subscribers) will not relieve you of any of your obligations to us under this Agreement. This Agreement does not create any third-party beneficiary rights in any individual or entity not a party to this Agreement.

9.5 Export Control and Sanctions. In connection with this Agreement, each party will comply with all applicable import, re-import, sanctions, antiboycott, export, and re-export control laws and regulations (collectively, "Trade Compliance Laws"), including all laws and regulations that apply to you under this Agreement, and that apply to a U.S. company, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and sanctions programs implemented by the Office of Foreign Assets Control ("OFAC").

You represent and warrant that you, your financial institution(s), and any Authorized Reseller of Your Marketplace Content are (i) not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, or owned or controlled by such a party, including the lists maintained by the United Nations Security Council, the U.S. Government (e.g., OFAC's Specially Designated Nationals List and Foreign Sanctions Evaders List and the U.S. Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority, or subject to similar constraints that are consistent with U.S. law that are imposed by the government of the country where you access the Services or provide Marketplace Content; and (ii) you will not grant access to Theorem or our services nor export, re-export or otherwise transfer the Marketplace Content to persons or organizations in violation of such regulations.



9.6 Notices. We will send all notices and other communications to you at the email address registered under your Theorem customer account. You will send all notices and other communications relating to this Agreement to us as follows: by personal delivery, overnight courier or registered or certified mail to Theorem Legal Technology Services, Inc., PO Box 443, Wappingers Falls, NY 12590-0391, attention General Counsel. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are received.

9.7 Electronic Communications. You agree to receive communications from Theorem electronically, such as emails, texts, mobile push notices, or notices and messages on the Theorem Marketplace or applications and Site, and to retain copies of these communications for your records where reasonable.

9.8 Assignment. Neither party may subcontract, assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without the prior written approval of the other party; except that either party may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without the consent of the other party (a) in connection with a merger, acquisition or sale of all or substantially all of its assets, or (b) to any affiliate or as part of a corporate reorganization. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

9.9 Waiver and Severability. The failure by either party to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit such party's right to enforce such provision at a later time. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to affect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

9.10 Arbitration; Jury Trial Waiver

Any legal controversy or legal claim arising out of or relating to this Agreement, the Site or the Site Content (defined below), excluding legal action taken by us to collect or recover damages for, or obtain any injunction relating to, intellectual property ownership or infringement, shall be settled solely by confidential binding arbitration in accordance with the commercial arbitration rules of JAMS. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New York, and in accordance with the "Governing Law" Section below. To the extent permitted by law, each party shall bear one-half of the arbitration fees and costs incurred through JAMS, and each party shall bear its own attorneys' fees.

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SITE FOR PERSONAL, COMMERCIAL OR



OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

9.11 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York in the United States, without giving effect to any principles of conflicts of law. You hereby agree that any disputes arising under or in connection with this Agreement or the website shall be submitted for resolution to federal and state courts in the State of New York, and you hereby waive any jurisdictional, venue or inconvenient forum objections to such courts. For further clarity, each party consents to exclusive jurisdiction and venue in these courts. Notwithstanding the foregoing, either party may seek injunctive relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of such party's, its affiliates' or any third party's intellectual property or other proprietary rights. The United Nations Convention for the International Sale of Goods shall not apply to this Agreement, the Theorem Marketplace, Theorem Site, or any content.

9.12 Entire Agreement. This Agreement includes the Policies and is the entire agreement between you and us on the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, on the subject matter of this Agreement. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control. Notwithstanding anything in this Agreement to the contrary, your Theorem customer account and your use of the services offered by Theorem are governed by your existing agreement with Theorem Legal Technology Services, Inc. governing your use of the services offered by Theorem.

9.13 Counterparts; Electronic Signature. You may provide your acceptance, agreement, consent or authorization or signature under this Agreement, including its execution, by electronic means, including through an "I Accept" or similar button or checkbox, DocuSign or other electronic signature process, or email or other electronic communications indicating your agreement, acceptance, consent or authorization ("**Your Electronic Signature**"), and you agree that Your Electronic Signature indicates your intent be bound and is binding upon you and enforceable in the same manner as a handwritten signature. This Agreement may be executed electronically and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument.



9.14 Survival. The following provisions survive termination or expiration of this Agreement: Sections 3.2, 3.5, 3.8, 3.10, 3.12 (to the extent set forth therein), 3.13, 4 (to the extent set forth therein), 5, 6, 7, 8, and 9.

9.15 Changes. 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 under Section 6 (Term and Termination).



10. Definitions.

“Authorized Resale Product” has the meaning assigned in Section 4.2.

“Authorized Reseller” has the meaning assigned in Section 4.1.

“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.

“Theorem IO” means “Theorem Independent Offering” the partner service operated by Theorem located at <https://theoremlegal.com/IO/>, as it may be updated by us from time to time.

“Theorem Marketplace” means the marketplace operated by Theorem located at <https://ecosystem.theoremlegal.com/marketplace/>, as it may be updated by us from time to time. The Theorem Marketplace may also be referred to as **“Theorem Ecosystem”**.

“Theorem Marketplace Listing Guidelines” means the guidelines and policies listed at <https://www.theoremlegal.com/marketplace-listing-guidelines>, and the Theorem Marketplace Seller Guide set forth at <https://docs.theoremlegal.com/marketplace/index.html>, as they may be updated by us from time to time.

“Theorem Marketplace Reseller Authorization” has the meaning assigned in Section 4.3.

“Theorem General User Terms” or “Terms of Use” means the terms currently available at <https://Theoremlegal.com/tou> as may be updated by us from time to time.

“Theorem Site” means <http://theoremlegal.com> and any successor or related site designated by us, including but not limited to, <https://ecosystem.theoremlegal.com> and <https://app.theoremlegal.com>.

“Base Services Fee” means Fees associated with your account or Portal Upgrade(s) for adding Your Marketplace Content to Paid Listings. This amount will automatically renew annually for the amount set in the Order Form, or applicable renewal notice.

“Data Product” means a product published on Theorem Marketplace that is comprised primarily of data sets or related information, together with associated descriptions of such content, technical support you offer for such product, and any related marketing or promotion materials.

“Feedback” means ratings, reviews, photos, videos or other content feedback about, Your Marketplace Content (including information about Your Marketplace Content that was removed from Theorem Marketplace), you, and your performance in connection with Your Marketplace Content and Theorem Marketplace or Theorem IO.



“Fees” means any amounts payable to Theorem in exchange for services described under this Agreement, which may include ISV Listing Fees, Listing Fees, Services Fees, Payment Processing Fees, and Reseller Processing Fees. Fees applicable to Your Marketplace Content shall be equal to the amounts set forth in Exhibit A attached hereto, as may be updated from time to time by us in accordance with this Agreement. Providers who elect to participate in Theorem CORE may be subject to additional fees as described, as updated from time to time by us in accordance with this Agreement.

“GST Act” has the meaning assigned in Section 5.4.

“ISV” has the meaning assigned in Section 4.1.

“ISV Listing Fees” means a percentage of the price payable to ISV by Reseller for the sale of Authorized Resale Products by ISV to Authorized Reseller, as determined in accordance with the Tiered Listing Fee Schedule in Exhibit A attached hereto, as updated from time to time by us in accordance with this Agreement.

“Listing Fees” means the percentage of Transaction Proceeds (except for Transaction Proceeds from resale by Authorized Resellers of Authorized Resale Products) determined in accordance with the Listing Fee Schedule set forth in Exhibit A attached hereto, as updated from time to time by us in accordance with this Agreement. Listing Fees for Data Products may also be referred to as **“Fulfillment Fees”**.

“MI” means Your Marketplace Content provided in a Machine Image format or containerized format, as specified by us and as may be updated from time to time.

“Paid Listing” means a listing or offer in Theorem Marketplace where we process the payment of fees or other charges paid by Subscribers in connection with use of Your Marketplace Content. Paid Listings include offers made pursuant to a Theorem Marketplace Reseller Authorization. Paid listings also include upgraded account listings that allow Subscribers to access or display content that is not available to non-Paid Listings.

“Policies” means the Theorem Marketplace Listing Guidelines, Theorem User Terms, and any other policy or terms referenced in or incorporated into this Agreement.

“Professional Service Offering” means professional services published on Theorem Marketplace that are both (a) in connection with or related to other Theorem Marketplace offerings and (b) in one or more of the following categories: (i) technology training courses, (ii) software solution implementation, (iii) assessment consultations for cloud engagement (e.g., compliance assessment, architecture reviews, application portfolio/migration assessments, cost assessments or other related services), (iv) technology support services, and (v) managed services related to a cloud environment. “Professional Service Offering” includes any work product or licensed materials distributed in conjunction with the performance of such offering, associated descriptions of such offering, technical support you offer for such offering, and any related marketing or promotion materials.



“Reseller Content” means any software, content, or services an Authorized Reseller provides Subscribers in addition to any of the ISV's software or services. Reseller Content does not include services sold in Theorem IO.

“Reseller Processing Fee” means a percentage of the Transaction Proceeds from the resale of Authorized Resale Products by Authorized Reseller to Users, determined in accordance with the pricing information set forth in Exhibit A attached hereto, as may be updated from time to time by us in accordance with this Agreement.

“Services” means our Theorem Site(s), Marketplace, application(s), reports, guides or other content, information, products and services, and offerings.

“Shortfall” means the amount of the shortfall in available Transaction Proceeds from the resale of Authorized Resale Products from Authorized Reseller to Subscribers, where, after deduction of the ISV Listing Fee and Reseller Processing Fees, the remaining Transaction Proceeds are less than the price of the Authorized Resale Products in the contemporaneous sale from ISV to Reseller.

“Similar Sales Channel” means any sales or distribution channel through which you provide standard offers for content substantially similar to Your Marketplace Content with similar license terms (e.g., annual, hourly or monthly subscriptions), including direct sales through your own website. If you are an Authorized Reseller, then Similar Sales Channels are sales or distribution channels that provide you with the same or greater discounts on ISV Marketplace Content.

“Subscriber(s)” has the meaning assigned in Section 3.2.

“Subscriber Information” means any data or information to which you have access in connection with Theorem Marketplace or otherwise as a result of this Agreement, including data or information concerning any Subscriber, any Transaction, or any use of services offered by Theorem with Your Marketplace Content.

“Taxes” has the meaning assigned in Section 5.4.

“Terminating Party” has the meaning assigned in Section 4.7.

“Transaction” means any sale or license of, or granting of access to a listing of your Marketplace Content.

“Proceeds” means the gross sales proceeds received by us from any Transaction.

“Users” has the meaning assigned in Section 5.1.

“Your Marketplace Content” means any content that you promote, license, sell or grant access to Subscribers or Authorized Resellers through Theorem Marketplace, including but not limited to (a) content delivered via a software-as-a-service model, any related technical support you provide and content description information and any related marketing or promotion materials; (b) any services you provide, content description information, and any related marketing or



promotional materials related to sale of services in Theorem IO; (c) Data Products; and (d) Professional Service Offerings. If you are an Authorized Reseller, this includes any Reseller Content.

[Signatures appear below or on the next page]

SIGNATURE

By signing this Agreement You authorize that you have read it and agree to its terms.

Signature

Date

Printed Name

Title

EXHIBIT(S) ATTACHED



EXHIBIT A

Theorem Marketplace/Ecosystem Listing Fee Schedule

This document sets forth the Listing Fee model and Reseller Processing Fee used to calculate the Listing Fees applicable to Transactions for Your Marketplace Content. This document is part of the Terms and Conditions for Theorem Marketplace Sellers (the “Agreement”). Any capitalized terms not defined herein have the definition set forth in the Agreement.

LISTING AND SERVICE FEES ARE NON-REFUNDABLE.

1. Listing Fees for Listings on Public Products

Listing fees for Your Marketplace Content purchased through the public marketplace will be calculated based on the deployment method and your account type:

Success Based Accounts (obtained via written authorization):

All Deployment Types	Listing Fee
All transactions	30%

Paid / Upgraded Accounts:

SaaS	Listing Fee
All transactions	10%

MI/Container	Listing Fee
All transactions	20%

CORE	Listing Fee
All transactions	20%

How Listing Fees are calculated:

Example: The Fee for each {SaaS} listing of Marketplace Content is ten percent (10%) of the Net Cash Proceeds from each sale (90% to Partner, 10% to Theorem) fulfilled through Theorem Marketplace or outside Theorem Marketplace as a result of the user/purchaser contacting the Marketplace Seller through the Theorem Marketplace. “Net Cash Proceeds” means the fees charged by the Marketplace Seller for the relevant services, excluding: (i) any excise, sales, use, or other domestic or foreign tax, received and payable on the sale of the services, and (ii) any transportation, shipping and handling charges directly attributable to licenses or delivery of the services, including any renewals processed on Theorem Marketplace.



2. Listing Fees for Private Offers (includes RFPs)

Listing Fees for Private Offers will be calculated on a (“Tiered Listing Fee”), as determined below by the value of a subscription to a product and the deployment method (i.e., SaaS or MI/Container). The value of each Transaction, which determines the tier, is calculated based in the total dollar value of the Private Offer. If the subscriber is paying hourly charges, or for a product metered by the Theorem Marketplace Metering Service [BETA], then the Transaction value will be the amount billed to the customer each month.

A. Tiered Listing Fees for SaaS Private Offers:

Tier	SaaS	Listing Fee
1	Below \$50,000	10%
2	\$50,000 - \$99,999	9%
3	\$100,000 – \$1,000,000	8%
4	Amounts above \$1,000,000	5%

B. Tiered Listing Fees for MI/Container/Private Offers

Tier	MI/Container	Listing Fee
1	Below \$25,000	20%
2	\$25,000 - \$99,999	15%
3	\$100,000 – \$1,000,000	12%
4	> \$1,000,000	10%

3. Data Products

For Data Products published on Theorem Marketplace, Theorem will apply Tiered Fulfillment Fees to sellers/providers based on subscriptions to their Data Products.

The Tiered Fulfillment Fee is calculated based on the aggregate subscription process paid by Theorem Subscribers or customers for all of a seller’s Data Products in the previous 12 months.

Tier	MI/Container	Listing Fee
1	Less than \$5M	15%
2	\$5M – \$50M	10%
3	> \$50M	8%

4. Listing Fees for Private Offers of Professional Service Offerings



Theorem will apply a 2% Listing Fee on Private Offers of Professional Service Offerings published on Theorem Marketplace using the Professional Services Deployment or product type selected in the Vendor Administrative portal.

5. Reseller Processing Fee:

The reseller processing fee has a default value of 3% of the Transaction proceeds from the resale of Authorized Resale Products by Authorized Reseller to Users.

6. Other Fees **A. Base Services or Paid Plan Fee.** There may be a Base Services or Paid Plan Fee associated with your Portal or Vendor Account Upgrade in order to access the available features for Paid Listings. This amount is currently set at checkout, or in the applicable Order Form, invoice or seller contract.



Exhibit B

Strategic Seller (Optional Rider)