

END USER LICENSE AGREEMENT

These Terms of Service govern your access to and use of the mobile and/or web-based legal collaboration and document management software platform and related services (the “**Services**”) offered by Joinder, Inc. and its affiliated and related entities (“**Joinder**,” “**we**,” or “**us**”).

These Terms of Service form a legally binding contract between you and Joinder. As such, to access the Services, you must be able to enter into a legally binding contract, and represent that you are at least 18 years old. In addition, to access the Services (a) you must be authorized by Joinder directly through Joinder or its authorized representative to access and use the Services; and (b) you must agree to these Terms of Service.

Please read these Terms of Service carefully as they affect your legal rights. If you don’t agree to be bound by these Terms of Service, do not use the Services.

ARBITRATION NOTICE AND CLASS ACTION WAIVER: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION AGREEMENT SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND JOINDER WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

Capitalized terms used in these Terms of Service have the meanings set forth below or as otherwise defined and capitalized in these Terms of Service:

- We’ll refer to the Joinder legal collaboration and document management platform as the “**Platform**,” certain areas of the Platform that you have access to as “**Workrooms**,” and the Platform, Workrooms, and all the services we provide in connection with those as the “**Services**.” Services offered may include web-based analytics, system management and monitoring tools, customized reports, and associated technologies (e.g., software, algorithms, code, processes, user interfaces, know-how, techniques, templates, visual interfaces, interactive features, designs, our proprietary database format and compilation of User Content (but not the User Content)), and excludes User Content and Third Party Services.
- We’ll refer to these Terms of Service as the “**Terms**.”
- We’ll refer to you, an individual authorized by Joinder through its authorized representative to access the Services, as “**you**” or “**Authorized User**.”
- We’ll refer to your employer or other organization that has invited you to use the Services as our “**Customer**.” We have a separate agreement with the Customer (the “**Customer Contract**”) that permits the Customer to create and configure Workrooms and invite you to join them.
- In these Terms, the words “include” and “including” will not be construed as terms of limitation.

Our collection and use of personal information in connection with your access to and use of the Services is described in our [Privacy Policy](#).

1. UPDATES TO THE TERMS

We may update the Terms from time to time. If we materially update any portion of the Terms, we will notify you, at the email address provided in your Account profile, or other reasonable means (for example, by posting a notice on our website) before the date the update becomes effective. We will also

post the updated Terms in their original location marked with the new date. Changes will not be retroactive. However, your continued use of the Services after we publish or send a notice about our changes to these Terms means that you are consenting to the updated Terms.

2. SERVICES

A. Your Use of the Services

Your use of the Services must comply at all times with our Acceptable Use Policy and any applicable policies established by the Customer. Please report any inappropriate behavior or content to Joinder at Feedback@Joinderapp.com and the Customer. If you are using and accessing the Services from the United States, the Services are provided from the United States and, by using and accessing the Services, you agree to the storage of all information (including personal information), text, links, graphics, photos, audio, videos, and all other forms of data or communication that you upload, post or otherwise transmit via the Services (“**User Content**”) in the United States. However, you understand that you (or other people that you collaborate with) can access the Services (including User Content) from outside of these areas (subject to all applicable local, state, federal, and international laws, rules, and regulations (“**Applicable Law**”)) and that nothing prohibits the processing of other information outside of the United States. OTHER THAN AS EXPRESSLY PROVIDED HEREIN, THESE TERMS IMPOSE NO OBLIGATIONS ON JOINDER TO YOU, AND YOU SHALL NOT ACQUIRE ANY RIGHT AGAINST JOINDER BY VIRTUE OF THESE TERMS OR YOUR USE OF THE SERVICES. We reserve the right to modify the Services in our sole discretion without notice. We will not be liable to you if for any reason all or any part of the Services are unavailable at any time or for any period. From time to time, we may restrict your access to some parts of the Services, or the entire Platform and related services, for scheduled maintenance or for other purposes.

B. Your Services Account

You must register an account with Joinder on the Platform prior to accessing the Services (an “**Account**”). Authorized Users agree to: (a) use the Services only within workrooms set up and managed by persons in the Customer legal department or law firm (if Customer is a law firm) in connection with the provision of legal advice by such legal department or law firm; (b) not share your Account or transfer any part of it to anyone else; (c) provide accurate, current and complete information during the registration process and keep your Account up-to-date; and (d) keep your password secure and confidential. We reserve the right to refuse registration of, or cancel passwords that we deem inappropriate. You agree to notify us immediately of any unauthorized use of your Account and are responsible for anything that happens through your Account prior to closing it or reporting misuse to us. You understand and agree that Joinder may access your Account, including the contents of your Account and your usage and profile data, and manage your Account, for example by resetting your password or terminating or suspending your Account.

You may control your Account profile and how you interact with the Services by changing the settings in your Account. You consent to our using the email address you provide in your Account to send you Services-related notices, including any notices required by law, in lieu of communication by other means such as postal mail. We may also use your email address to send you other messages, such as changes to Services features, special offers, or Services-related newsletters. If you do not want to receive such email messages, you may unsubscribe as directed in the applicable communication. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

C. System Requirements and Services Support

You acknowledge that use of the Services may require compliance with certain minimum requirements for hardware, systems software and Internet browsers for user workstations, and the download of certain desktop applications software on your workstation, as well as Internet connectivity. You are responsible for ensuring that your systems meet all minimum requirements, as modified from time to time.

We have no obligation directly to you to provide you with support and do not warrant any support that we may provide to you directly or indirectly.

D. Third-Party Services and Linked Websites

You understand and agree that the availability of the Services, or certain features and functions thereof, may be dependent on the corresponding availability of services delivered or performed by third parties that interoperate with or are used in connection with the Services ("**Third Party Services**"). Additionally, the Services may link to other sites and resources provided by third parties ("**Linked Websites**"). We are not responsible for any interruptions or issues with the Services caused by Third Party Services, and make no representation or warranty regarding Third Party Services, whether or not we recommend, certify, or otherwise approve a Third Party Service for use with the Services. You agree that we are not responsible for any loss or damage of any sort relating to your dealings with Third Party Services, nor Linked Websites, and that these Terms and our Privacy Policy do not apply to your use of such Third Party Services and Linked Websites, except where specifically stated in these Terms. If you decide to access any Linked Websites, you do so entirely at your own risk and subject to the Terms of Use of use for such Linked Websites. Your dealings with Third Party Services and Linked Websites are solely between you and the applicable provider.

3. USER CONTENT

A. License to your User Content

By using the Services, you grant us, our affiliates, and our Third Party Services providers a limited, non-exclusive, royalty-free, worldwide license to use, access, transmit and process any User Content that you upload, post or otherwise transmit via the Services (a) solely as necessary to provide the Services to you, for your benefit and subject to these Terms, including our confidentiality obligations; (b) to enforce our rights under these Terms; (c) as otherwise permitted by these Terms; (d) as otherwise required by Applicable Law, or (e) to respond to an emergency. We shall have no right to sublicense or resell User Content, except, however, that you agree that we may collect, analyze and use data derived from the User Content in anonymized and aggregated form (i.e., in which all personally identifiable information, including direct and indirect identifiers, has been permanently removed or obscured so the remaining information does not reasonably identify an individual) ("**De-Identified Data**") for the following purposes: (i) generating analyses and metrics whether alone or in combination with De-Identified Data from other sources in aggregated and de-identified format (the "**Analytical Results**"); (ii) providing Analytical Results and reports to you and our investors and stakeholders; (iii) providing analytics and ongoing monitoring assessments to investors; (iv) developing and training our predictive models; and (v) conducting internal research, and for development, marketing and analytic purposes. You agree that we will have the right, both during and after the suspension or termination of your Account, to use, store,

transmit, distribute, modify, copy, display, sublicense and create derivative works of De-Identified Data derived from User Content.

B. Legal Demand for User Content

To the extent we receive a subpoena or other legally binding demand for the User Content (a "**Legal Demand**"), we will promptly provide written notice to you or your employer of such Legal Demand (unless prohibited by the terms of the Legal Demand or Applicable Law) and may comply with the Legal Demand unless you or your employer, as applicable, makes a successful motion or other action effectively quashing the Legal Demand. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY OUR PRODUCTION OF USER CONTENT, OR ANY OTHER ACTION OR OMISSION, IN COMPLIANCE WITH THIS SECTION.

C. Your Responsibility for User Content

As between Joinder and you, you are solely responsible for the User Content, including its accuracy, quality, integrity, and reliability, and you assume all risks associated with the User Content, including anyone's reliance on its quality, accuracy, or reliability, and any risks associated with personal information you disclose. You represent and warrant that you own or have provided or obtained the necessary disclosures, permissions and consents to use, and authorize the use of, the User Content as described herein. We are not responsible or liable for failure to store User Content or other materials you may transmit through the Services, except to the extent required by Applicable Law, and as noted in our [Privacy Policy](#). We recommend that you take measures to preserve copies of User Content.

You acknowledge and agree that some or all of the User Content may be owned by Customer and, in any event, that the Customer Contract provides Customer with many choices and control over User Content. For example, Customer may manage permissions, retention and export settings, transfer or assign workrooms, or consolidate your workroom with other workrooms, and these choices and instructions may result in the access, use, disclosure, modification or deletion of certain or all Customer Data.

YOU AGREE THAT IT IS SOLELY CUSTOMER'S, AND NOT JOINDER'S, RESPONSIBILITY TO (A) INFORM YOU OF ANY RELEVANT CUSTOMER POLICIES AND PRACTICES AND ANY SETTINGS THAT MAY IMPACT THE USER CONTENT OR YOUR USE OF THE SERVICES; (B) OBTAIN ANY RIGHTS, PERMISSIONS OR CONSENTS FROM YOU THAT ARE NECESSARY FOR THE LAWFUL USE OF USER CONTENT; (C) ENSURE THAT THE TRANSFER AND PROCESSING OF USER CONTENT UNDER THE CUSTOMER CONTRACT IS LAWFUL; AND (D) RESPOND TO AND RESOLVE ANY DISPUTE WITH YOU RELATING TO OR BASED ON USER CONTENT, THE SERVICES OR CUSTOMER'S FAILURE TO FULFILL THESE OBLIGATIONS.

D. Our Right to Remove User Content

We have the absolute right to remove or disable access to any User Content on the Platform as needed to (a) operate, secure and improve the Services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes); (b) ensure Authorized Users' compliance with these Terms (or any Joinder policy), Applicable Law, or an order or requirement of a court, law enforcement or other administrative agency or governmental body; or (c) as otherwise set forth in these Terms. If we become aware of any User Content that allegedly violates these Terms, we may investigate the allegation and determine in our sole discretion whether to act, but have no liability or responsibility to you to do so. You agree to cooperate with us in good faith, as we may reasonably request, in any

investigation we choose to undertake.

4. ACCEPTABLE USE OF THE SERVICES

Your permission to use the Services is contingent on your compliance with all Applicable Law, in addition to the following rules:

A. Prohibited Activities

You shall not use, or encourage, promote, facilitate or instruct others to use the Services for any illegal, harmful or offensive use, including:

- accessing any content available through the Services through any technology or means other than those authorized by us on the Platform, such as by robot, spider, scraper or other automated means or manual process, for any purpose not authorized in these Terms;
- interfering with or compromising the system integrity or security, or deciphering any transmissions to or from the servers running the Platform, or otherwise causing harm to the Platform, such as attempting to mine information about users of the Services;
- attempting to gain unauthorized access to Accounts;
- removing, circumventing, disabling, damaging or otherwise interfering with security or other preventive features of the Platform;
- using the Services to transmit any computer viruses, worms, defects, Trojan horses, malicious code, spyware, malware or other items of a destructive or harmful nature;
- taking any action that imposes, or may impose at our sole discretion, an unreasonable or disproportionately large load on our infrastructure;
- attempting to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
- exporting, re-exporting, importing, or transferring any part of the Services except as authorized by United States law, the export control laws of your jurisdiction, and any other Applicable Laws;
- commercially exploiting the Services or making the Services available to any third party, other than to Authorized Users or as otherwise contemplated by these Terms, or accessing the Services for the purpose of building a similar or competitive product;
- copying, translating, creating a derivative work of, reverse engineering, reverse assembling, disassembling, or decompiling the Services or any part thereof; or
- partaking in any activity that, in our sole judgment, restricts or inhibits any other person from using or enjoying any aspect of the Services or exposes or may expose any users of the Services to harm or liability of any sort.

B. Prohibited Content

You shall not transmit, store, display, distribute or otherwise make available any User Content or other content through the Services that:

- is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive;
- is defamatory, libelous, harassing, abusive, obscene, sexually explicit, pornographic, vulgar or offensive;
- promotes discrimination, bigotry, racism, hatred, harassment or harm against, or is

- inappropriate towards any individual or group;
- is violent or threatening or promotes violence or actions that are threatening to any other person or animal;
- promotes illegal or harmful activities or substances;
- you do not have the permission from the content owner or individuals appearing in the content to post, free of charge;
- seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- may constitute or contribute to a crime or tort;
- contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets);
- creates a risk of any other loss or damage to any person or property; or
- violates any other Joinder policy.

5. YOUR PRIVACY

We care about your privacy. You understand that by using the Services, your personal information and aggregate and/or anonymized data may be collected, used and disclosed as set forth in our Privacy Policy, and, if you access the Services from outside of the United States, you acknowledge that your personal information may be collected, used, transferred to and processed in the United States. Please read our Privacy Policy to understand how we treat personal information.

6. OWNERSHIP

As between you and Joinder, you acknowledge and agree that we (or our licensors) own the Services, including any content created by or on behalf of Joinder in connection with the Services (e.g., visual interfaces, interactive features, design and compilation of Services content, software, analytics, and all other elements and components of the Services) excluding User Content and Third Party Content (the “**Joinder Content**”), and the copyrights, trademarks, service marks, trade names, trade secrets, and other intellectual and proprietary rights throughout the world associated with Joinder and the Services (with the exception of User Content), which are protected by copyright, trade dress, patent, trademark, and trade secret laws and all other applicable intellectual and proprietary rights and laws. You agree not to remove or modify any copyright, trademark or other proprietary rights notice that appears on any portion of the Services, or on any Joinder Content printed or copied from the Services. Except as expressly provided in these Terms, we do not grant you any express or implied rights in the Services. As between you and Joinder, Joinder acknowledges and agrees that you own all right, title and interest in and to any and all User Content originated by you that you provide to us through the Services, and we disclaim any interest in such User Content.

7. SUGGESTIONS AND FEEDBACK

We welcome and encourage suggestions for improvements and other feedback related to the Platform. You may submit feedback by emailing us at Feedback@Joinderapp.com or by other means of communication. Any feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting feedback to us, you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide, assignable, sublicensable, transferable license to use, modify, prepare derivative works of,

publish, distribute and sublicense the feedback, and you irrevocably waive, and cause to be waived, against us or our users any claims and assertions of any moral rights contained in such feedback.

8. DISCLAIMERS

THE SERVICES ARE MADE AVAILABLE TO YOU ON AN “AS IS”, “WITH ALL FAULTS” AND “AS AVAILABLE” BASIS. AS SUCH, YOUR USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK; AND WE HEREBY DISCLAIM ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS, TITLE AND NON-INFRINGEMENT. WE MAKE NO CLAIMS OR PROMISES ABOUT THE QUALITY, COMPLETENESS, ACCURACY, OR RELIABILITY OF THE SERVICES, INCLUDING THE ORRICK CONTENT. ACCORDINGLY, WE ARE NOT LIABLE TO YOU FOR ANY PERSONAL INJURY, LOSS OR DAMAGE THAT MIGHT ARISE, FOR EXAMPLE, FROM THE PLATFORM’S INOPERABILITY, DEPLETION OF BATTERY POWER OR OTHER IMPAIRMENT OF DEVICES USED TO ACCESS THE PLATFORM, SERVICES UNAVAILABILITY, OR SECURITY VULNERABILITIES. YOUR PURCHASE AND USE OF THIRD PARTY SERVICES IS AT YOUR OWN DISCRETION AND RISK.

9. INDEMNITY

You agree to defend, indemnify and hold harmless Joinder, our affiliates, licensors and service providers, and ours and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to: your violation of these Terms or your use of the Services other than as expressly authorized in these Terms; or your violation of any third-party right, including without limitation any right of privacy or security.

10. LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED UNDER LAW, JOINDER SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, OPPORTUNITIES, REPUTATION, PROFITS OR REVENUES, RELATED TO THE SERVICES. REGARDLESS OF THE LEGAL THEORY OR CAUSE OF ACTION AGAINST JOINDER (INCLUDING IN CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE), JOINDER’S MAXIMUM LIABILITY TO YOU SHALL NOT EXCEED, IN THE AGGREGATE, ONE THOUSAND U.S. DOLLARS (\$1,000.00).

11. TERMINATION

A. Termination and Suspension

Your use of and access to the Services may be terminated at any time by Joinder for any reason or no reason. In the event that we permanently suspend your Account, except to the extent required by applicable Law, you are not entitled to a restoration of your Account or any of your User Content. If we have suspended your individual Account, you may not register a new Account or access and use the Services through an account of another user. These Terms are and will remain in effect until your use of the Services is terminated or Customer’s subscription for you expires or terminates. All sections of these Terms which by their nature should survive termination will survive termination, including accrued rights to payment, confidentiality obligations, indemnification, warranty disclaimers, and limitations of liability.

B. Effect of Termination

JOINER WILL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR ANY LOSS OR DAMAGE CAUSED BY THE DELETION OF USER DATA FROM THE PLATFORM FOLLOWING THE SUSPENSION OR TERMINATION OF YOUR ACCOUNT, OR FOR ANY DELETIONS OF USER DATA BY YOU OR ANY OTHER AUTHORIZED USERS. IT IS YOUR OBLIGATION TO MAKE ANY REQUIRED COPIES OF YOUR USER CONTENT, AND/OR TO TRANSITION SUCH USER CONTENT TO ANOTHER DATABASE OR SERVICE PRIOR TO TERMINATION OF YOUR ACCOUNT. The foregoing disclaimer is subject to any terms with respect to records retention in your Engagement Letter or pursuant to Applicable Law.

12. ARBITRATION AGREEMENT

PLEASE READ THE ARBITRATION AGREEMENT SET FORTH IN THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

We are available by email at Feedback@Joinderapp.com to address any concerns you may have regarding your use of the Services. Most concerns may be quickly resolved in this manner.

Both you and Joinder acknowledge and agree that for the purposes of any dispute arising out of or relating to the subject matter of these Terms, Joinder officers, directors, employees and independent contractors ("Personnel") are third-party beneficiaries of these Terms, and that upon your acceptance of these Terms, Personnel will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third-party beneficiary hereof.

A. Arbitration Rules; Applicability of Arbitration Agreement. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement arising out of or relating to the subject matter of these Terms directly through good-faith negotiations, which shall be a precondition to either party initiating arbitration. If such negotiations do not resolve the dispute, it shall be finally settled by binding arbitration in San Francisco, California. The arbitration will proceed in the English language, in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the "Rules") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes. The arbitrator shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction.

B. Costs of Arbitration. The Rules will govern payment of all arbitration fees. Joinder will pay all arbitration fees for claims less than seventy-five thousand (\$75,000) dollars. Joinder will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.

C. Small Claims Court; Infringement. Either you or Joinder may assert claims, if they qualify, in small claims court in San Francisco, California, or any United States county where you live or work. Furthermore, notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction, to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

D. Waiver of Jury Trial. YOU AND JOINER WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR JURY. You and Joinder are instead choosing to have claims and disputes resolved by arbitration. Arbitration procedures are typically more limited,

more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In any litigation between you and Joinder over whether to vacate or enforce an arbitration award, YOU AND JOINDER WAIVE ALL RIGHTS TO A JURY TRIAL, and elect instead to have the dispute be resolved by a judge.

E. Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor Joinder is entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in paragraph (g) below.

F. Opt-out. You have the right to opt out of the provisions of this Arbitration Agreement Section by sending written notice of your decision to opt out to the following address: Joinder, 1000 Marsh Road, Menlo Park, CA 94027 postmarked within thirty (30) days of first accepting these Terms. You must include (i) your name and residence address, (ii) the email address and/or telephone number associated with your account, and (iii) a clear statement that you want to opt out of these Terms' arbitration agreement.

G. Exclusive Venue. If you send the opt-out notice described in paragraph (f) above, and/or in any circumstances where the foregoing arbitration agreement permits either you or Joinder to litigate any dispute arising out of or relating to the subject matter of these Terms in court, then the foregoing arbitration agreement will not apply to either party, and both you and Joinder agree that any judicial proceeding (other than small claims actions) will be brought in the state or federal courts located in, respectively, San Francisco County, California or the federal district in which that county falls.

H. Severability. If the prohibition against class actions and other claims brought on behalf of third parties contained in this Arbitration Agreement Section is found to be unenforceable, then all of the preceding language in this Arbitration Agreement Section will be null and void. This arbitration agreement will survive the termination of your relationship with Joinder.

13. CHOICE OF LAW

These Terms shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of law principles.

14. COMPLIANCE WITH LAWS

Joinder and you recognize that these Terms are subject to, and intended to comply with, Applicable Law, and agree that the Services addressed in these Terms do not exceed those which are reasonably necessary to accomplish the commercially reasonable business purposes of these Terms.

15. GENERAL TERMS

These Terms contain the entire understanding between Joinder and you relating to the subject matter herein and supersedes all prior oral or written agreements between us. You may not assign or transfer your rights and benefits under these Terms without our prior written consent, but we may assign or

transfer these Terms without restriction. Except as set forth in these Terms, nothing in these Terms shall be deemed to confer any rights or benefits on any third party. No waiver, amendment, modification or addition to these Terms shall be valid unless in writing and signed by both you and us. In the event any provision of these Terms is determined to be invalid by a court of competent jurisdiction, such determination shall in no way affect the validity or enforceability of any other provision herein. These Terms do not create a partnership, joint venture, employment or agency relationship between Joinder and any Authorized User. This is a non-exclusive arrangement.

16. QUESTIONS/HELP

If you have any questions about these Terms, please email Joinder at Feedback@Joinderapp.com.

[The following terms and conditions apply when separately agreed to in a signed order form.]

JOINDER CUSTOMER TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE TOOLS AND SERVICES OFFERED BY JOINDER, INC (“JOINDER”). BY SIGNING A JOINDER ORDER FORM WHICH REFERENCES THIS AGREEMENT, OR OTHER PURCHASE ORDER, QUOTE, OR ORDER FORM FOR JOINDER PRODUCTS OR SERVICES, OR USING OUR ONLINE ORDERING OR SIGNUP SYSTEM (EACH, AN “ORDER FORM”), YOU OR THE ENTITY THAT YOU REPRESENT (“CUSTOMER”) ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THE AGREEMENT CONSISTING OF THIS PARAGRAPH AND THE FOLLOWING TERMS AND CONDITIONS (COLLECTIVELY, PARTS I-III, THE “AGREEMENT”). PROVISION OF THE SERVICES IS CONDITIONED ON, AND CUSTOMER’S ACCESS TO OR USE OF THE SERVICES SHALL CONSTITUTE, CUSTOMER’S ASSENT TO THE TERMS OF THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS. IF THESE TERMS ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS. IN THE EVENT OF A CONFLICT BETWEEN THIS AGREEMENT AND THE ORDER FORM, THE ORDER FORM SHALL CONTROL.

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Part III – EU Data Processing Addendum—August 2021 Version

PART I - CUSTOMER AGREEMENT

1. SERVICES AND SUPPORT

1.1 Subject to the terms and conditions of this Agreement, Joinder will provide Customer with access to the Services through the internet. The Services are subject to modification from time to time at Joinder's sole discretion, for any purpose deemed appropriate by Joinder. Joinder will use reasonable efforts to give Customer prior written notice of any such modification.

1.2 Joinder will undertake commercially reasonable efforts to make the Services available in accordance with the SLA set forth in Part II below. Notwithstanding the foregoing, Joinder reserves the right to suspend Customer's access to the Services: (i) for scheduled or emergency maintenance, or (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due to Joinder.

1.3 Subject to the terms hereof, Joinder will provide reasonable support to Customer for the Services from Monday through Friday during Joinder's normal business hours.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, and will not permit any third party to: (i) use the Services other than within workrooms set up and managed by persons in the Customer legal department or law firm (if Customer is a law firm) in connection with the provision of legal advice by such legal department or law firm; (ii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to the Services ("Software") (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); (iii) modify, translate, or create derivative works based on the Services or Software; (iv) use the Services or Software for timesharing or service bureau purposes or for any purpose other than its own internal use for its own benefit and for the benefit of End Users; (v) use the Software or Services in any infringing, defamatory, harmful, fraudulent, illegal, deceptive, threatening, harassing, or obscene way; or (vi) use the Services or Software other than in accordance with this Agreement and in compliance with all applicable laws, regulations and rights (including but not limited to

those related to privacy (including, without limitation, in Europe), intellectual property, consumer and child protection, SPAM, text messaging, obscenity or defamation). Specifically, but without limitation, Customer will not use the Services for any marketing purpose, including without limitation, to send marketing text messages, and will comply with the notice, "opt out" and other provisions of the following California laws: California Business and Professions Code Sections 17538.4 and 17538.45.

2.2 Customer will cooperate with Joinder in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as Joinder may reasonably request. Customer will also cooperate with Joinder in establishing a password or other procedures for verifying that only designated employees of Customer have access to any administrative functions of the Services.

2.3 Customer will designate an employee who will be responsible for all matters relating to this Agreement ("Primary Contact"). Customer may change the individual designated as Primary Contact at any time by providing written notice to Joinder.

2.4 Customer hereby agrees to indemnify and hold harmless Joinder against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Joinder has no obligation to monitor the content provided by Customer or Customer's use of the Services, Joinder may do so and may remove any such content or prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.5 Customer will be responsible for maintaining the security of Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account with or without Customer's knowledge or consent.

2.6 Customer further acknowledges and agrees that End Users will be required to accept, and are bound by, the End User License Agreement provided on the

Company's website and the Privacy Policy also provided on the Company's website as a condition of accessing and using the Services.

2.7 Customer acknowledges and agrees that the Services operates on or with or using application programming interfaces (APIs) and/or other services operated or provided by third parties ("Third Party Services"). Joinder is not responsible for the operation of any Third Party Services nor the availability or operation of the Services to the extent such availability and operation is dependent upon Third Party Services. Customer is solely responsible for procuring any and all rights necessary for it to access Third Party Services and for complying with any applicable terms or conditions thereof. Joinder does not make any representations or warranties with respect to Third Party Services or any third party providers. Any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider and is governed by such third party's terms and conditions.

3. CONFIDENTIALITY & DATA.

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's technology or business (hereinafter referred to as "Proprietary Information" of the Disclosing Party).

3.2 The Receiving Party agrees: (i) not to divulge to any third person any such Proprietary Information, (ii) to give access to such Proprietary Information solely to those employees, contractors, and agents with a need to have access thereto for purposes of this Agreement ("Authorized Personnel"), and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary

Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. In any event, Joinder may aggregate data and use such aggregated data to evaluate and improve the Services and otherwise for its business purposes.

3.3 Notwithstanding anything else, Customer agrees that Joinder will have the right to use Aggregated Data for the purpose of improving and developing the Services, including without limitation by training certain automated functions, and for other business purposes of Joinder, *provided that* in each case Joinder must not share with any third party (except its Personnel) Aggregated Data in any manner which reveals (or reasonably allows the re-identification of) the identity of Customer. "Aggregated Data" means any and all (i) data reflecting the access or use of the Services by or on behalf of Customer and its End Users, including visit, session, impression, click-through, click stream-data or any other statistical or analysis-based data related to performance of the Services, the number of records on the Services or in an End User's account, or otherwise related to Customer's use of the Services under this Agreement, and (ii) Proprietary Information of Customer that has been aggregated and/or de-identified.

3.4 Both Parties will have the right to disclose the existence but not the terms and conditions of this Agreement, unless such disclosure is approved in writing by both Parties prior to such disclosure, or is included in a filing required to be made by a Party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis as reasonably necessary to potential investors or acquirors.

4. INTELLECTUAL PROPERTY RIGHTS

Except as expressly set forth herein, Joinder alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Services or the Software or any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any third party relating to the Service and/or the Software, which are hereby assigned to Joinder. Customer will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this Agreement. This Agreement is not a sale and does not convey to Customer

any rights of ownership in or related to the Service or Software, or any intellectual property rights.

Joinder will obtain and process certain content/data provided by or on behalf of Customer ("Content") in connection with performing its obligations under this Agreement. Customer and its licensors shall (and Customer hereby represents and warrants that they do) have and retain all right, title and interest (including, without limitation, sole ownership of) all Content provided or uploaded through the Services and, subject to the limited use rights set forth in Section 3.3 above, the intellectual property rights with respect to that Content. If Joinder receives any notice or claim that any Content, or activities hereunder with respect to any Content, may infringe or violate rights of a third party (a "Claim"), Joinder may (but is not required to) suspend activity hereunder with respect to that Content and Customer will indemnify Joinder from all liability, damages, settlements, attorney fees and other costs and expenses in connection with any such Claim, as incurred.

5. INDEMNIFICATION

Joinder shall hold Customer harmless from liability to unaffiliated third parties resulting from infringement by the Services of any United States patent or any copyright or misappropriation of any trade secret, provided Joinder is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Joinder will not be responsible for any settlement it does not approve. The foregoing obligations do not apply with respect to portions or components of the Services (i) not created by Joinder, (ii) resulting in whole or in part in accordance from Customer specifications, (iii) that are modified after delivery by Joinder, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of is not strictly in accordance with this Agreement and all related documentation. Customer will indemnify Joinder from all damages, costs, settlements, attorneys' fees and expenses related to any claim of infringement or misappropriation excluded from Joinder's indemnity obligation by the preceding sentence.

6. PAYMENT OF FEES

6.1 Customer will pay Joinder the applicable fees as set forth on the Order Form (the "Fees"). If Customer use of the Services exceeds the number of Customer Authorized Users set forth on the Order Form, Customer will be invoiced at the end of each calendar month for the excess usage, at the rate set forth on the Order Form, and Customer agrees to pay the additional fees without any right of set-off or deduction. To the extent applicable, Customer will pay Joinder for additional services, such as integration fees or other consulting fees. All payments will be made in accordance with the Payment Schedule and the Method of Payment. If not otherwise specified, payments will be due within thirty (30) days of invoice and are nonrefundable.

6.2 Unpaid Fees are subject to a finance charge of one percent (1.0%) per month, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees. Fees under this Agreement are exclusive of all taxes, including national, state or provincial and local use, sales, value-added, property and similar taxes, if any. Customer agrees to pay such taxes (excluding US taxes based on Joinder's net income) unless Customer has provided Joinder with a valid exemption certificate. In the case of any withholding requirements, Customer will pay any required withholding itself and will not reduce the amount paid to Customer on account thereof.

7. TERMINATION

7.1 Subject to earlier termination as provided below or in the Order Form, this Service Agreement is for the Term as specified in the Order Form.

7.2 In the event of any material breach of this Agreement (including any failure to pay), the non-breaching party may terminate this Agreement prior to the end of the Term by giving thirty (30) days (or ten (10) days in the case of nonpayment) prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business.

7.3 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty disclaimers, and limitations of liability.

8. SOFTWARE SECURITY; DATA PRIVACY

Joinder represents and warrants that it will not knowingly include, in any Joinder software released to the public and provided to Customer hereunder, any computer code or other computer instructions, devices or techniques, including without limitation those known as disabling devices, trojans, or time bombs, that intentionally disrupt, disable, harm, infect, defraud, damage, or otherwise impede in any manner, the operation of a network, computer program or computer system or any component thereof, including its security or user data. If, at any time, Joinder fails to comply with the warranty in this Section, Customer may promptly notify Joinder in writing of any such noncompliance. Joinder will, within thirty (30) days of receipt of such written notification, either correct the noncompliance or provide Customer with a plan for correcting the noncompliance. If the noncompliance is not corrected or if a reasonably acceptable plan for correcting them is not established during such period, Customer may terminate this Agreement as its sole and exclusive remedy for such noncompliance.

To the extent that any information provided to Joinder or uploaded to the Services by Customer or its End Users includes personal data of data subjects in the European Union, the terms of the EU Data Processing Addendum set forth in Part III shall apply. In the event of any conflict between these terms and conditions and the EU Data Processing Addendum, the EU Data Processing Addendum shall supersede and control.

Unless Customer has entered into a written agreement with Joinder to the contrary, Customer acknowledges that Joinder is not a "Business Associate" as defined in the Health Insurance Portability and Accountability Act and related amendments and regulations as updated or replaced ("HIPAA"), and that the Services are not HIPAA compliant. Customer must not use, disclose, transmit or otherwise process any "Protected Health Information" as defined in HIPAA ("PHI") through the Services. Customer agrees that Joinder cannot support, and shall have no liability for, any PHI received

from Customer, notwithstanding anything to the contrary herein

9. WARRANTY DISCLAIMER

EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED HEREIN, THE SERVICES AND JOINDER PROPRIETARY INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND. Joinder (AND ITS AGENTS, AFFILIATES, LICENSORS AND SUPPLIERS) HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

10. LIMITATION OF LIABILITY

IN NO EVENT WILL JOINDER (OR ANY OF ITS AGENTS, AFFILIATES, LICENSORS OR SUPPLIERS) BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT, THE DELAY OR INABILITY TO USE THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF JOINDER HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE TOTAL LIABILITY OF JOINDER, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE LESSER OF (i) TEN THOUSAND DOLLARS, OR (ii) THE FEES PAID TO JOINDER HEREUNDER IN THE THREE MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11. U.S. GOVERNMENT MATTERS

Notwithstanding anything else, Customer may not provide to any person or export or re-export or allow the export or re-export of the Services or any software or anything related thereto or any direct product thereof

(collectively "Controlled Subject Matter"), in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Without limiting the foregoing Customer acknowledges and agrees that the Controlled Subject Matter will not be used or transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. Use of the Service is representation and warranty that the user is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The Controlled Subject Matter may use or include encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations. As defined in FAR section 2.101, any software and documentation provided by Joinder are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Service Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

12. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this

Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Joinder's prior written consent. Joinder may transfer and assign any of its rights and obligations under this Agreement with written notice to Customer. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Joinder in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid. Joinder will not be liable for any loss resulting from a cause over which it does not have direct control. This Agreement will be governed by the laws of the State of California, U.S.A. without regard to its conflict of laws provisions. The federal and state courts sitting in San Mateo County, California, U.S.A. will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement, provided that either party may seek injunctive relief in any court of competent jurisdiction. Customer agrees to participate in press announcements, case studies, trade shows, or other forms reasonably requested by Joinder. Joinder is permitted to disclose that Customer is one of its customers to any third-party at its sole discretion.

PART II - SERVICE LEVEL AGREEMENT

This Service Level Agreement (“Policy”) describes Joinder’s support offering provided by Joinder’s technical support team (“Joinder Support”) in connection with support requests related to bugs, defects, or errors in the Service causing it to fail to perform in material conformance with Joinder’s documentation (“Errors”). Customer shall receive Standard Support or Premium Support as described in the applicable Order Form (“Support Level”). This Policy may be updated by Joinder from time to time.

I. Support

- 1. General Support Offering.** Customer shall designate one primary contact who has Joinder administrator privileges and up to the number of additional contacts permitted for the Support Level then-currently procured by Customer as described in Table 4 (“Customer Contacts”). Joinder shall provide English-speaking remote assistance to Customer Contacts for questions or issues arising from any Errors, as further described in this Policy, including troubleshooting, diagnosis, and recommendations for potential workarounds for the duration of Customer’s subscription to the applicable Service. Joinder shall also provide the specific entitlements for the corresponding Support Level procured by Customer as further described in this Policy and the tables below.
- 2. Contacting Joinder Support.** Customer Contacts may contact Joinder Support by submitting a support request by email to Support@Joinderapp.com (collectively, a “Support Case”).
- 3. Submission of Support Cases.** For each Support Case, Customer shall: (a) identify the Customer account that experienced the error, (b) include information sufficiently detailed to allow Joinder Support to attempt to duplicate the Error (including any relevant error messages), and (c) provide contact information for the Customer Contact most familiar with the issue. If Customer Contacts submit Support Cases related to enhancement or feature requests, Joinder shall treat those tickets as closed once the request has been forwarded internally.
- 4. Premier Support.** If Customer is receiving Premium Support, the following shall apply in addition to the support description in Section 1 (General Support Offering): Joinder Support shall implement 24-hour case management for handling Severity 1 Support Cases, to better facilitate uninterrupted support by utilizing Joinder Support across multiple time zones.

Table 1: Error Severity Level Definitions	
Severity Level 1 (Critical Severity)	An Error that (a) renders the Joinder Service completely inoperative or (b) makes Customer’s use of material features of the Service impossible, with no alternative available.
Severity Level 2 (High Severity)	An Error that (a) has a high impact to key portions of the Service or (b) seriously impairs Customer’s use of material function(s) of the Service and Customer cannot reasonably circumvent or avoid the Error on a temporary basis without the expenditure of significant time or effort.
Severity Level 3 (Medium Severity)	An Error that has a medium-to-low impact on the Service, but Customer can still access and use some functionality of the Service.
Severity Level 4 (Low Severity)	An Error that has low-to-no impact on Customer’s access to and use of the Service.

Table 2: Severity Level Response Times		
Error Severity Level	Standard Support	Premium Support
Severity Level 1 (Critical Severity)	Four (4) Business Hours	One (1) Business Hour
Severity Level 2 (High Severity)	Eight (8) Business Hours	Two (2) Business Hours
Severity Level 3 (Medium Severity)	Two (2) Business Days	Four (4) Business Hours
Severity Level 4 (Low Severity)	Four (4) Business Days	One (1) Business Day

5. Error Response. Upon receipt of a Support Case, Joinder Support will attempt to determine the Error and assign the applicable Severity Level based on descriptions in Table 1. Joinder shall use commercially reasonable efforts to meet the Initial Response Time Target for the applicable Severity Level, as measured during in-region Joinder Support hours set forth in Table 3 below (such hour(s), “**Business Hour(s)**” with the total Business Hours in an in-region support day being “**Business Day(s)**”). If the Customer Contact that submitted the Support Case is unresponsive or unreachable, Joinder may downgrade the Severity Level by one level. Joinder will promptly notify Customer of such designation. If Customer notifies Joinder of a reasonable basis for disagreeing with Joinder's designated Severity Level, the parties will discuss in an effort to come to mutual agreement. If disagreement remains after discussion, each party will escalate within its organization and use good faith efforts to mutually agree on the appropriate Severity Level.

Table 3: Joinder Service Region	Sev 1 (Premium)	Sev 1-4 (Standard) Sev 2-4 (Premium)	
	North America	24x7x365	6AM-6PM PT Mon-Fri
EU	24x7x365	6AM-6PM CE Mon-Fri	
Entitlements		Standard	Premium
Toll-Free phone access 24x7		N	Y
Joinder Support Home (knowledge base),		Y	Y
Follow-the-Sun Case Management		N	Y
Number of Total Customer Contacts		5	10
Case Escalation		N	Y

II. Service Level Agreement for Premium Support Levels

If Customer is receiving the Premium Support Level, target availability for the Joinder Service is ninety-nine and nine tenths percent (99.9%) per calendar month (based on minutes of availability/total minutes per month) (“**Service Level**”). If the Joinder Service fails to meet the Service Level in a given month (“**Service Level Failure**”), then as Customer’s sole and exclusive remedy, Customer shall receive the applicable number of Joinder Credits set forth in Table 5 below (“**Service Level Credits**”), credited against Customer’s usage in the calendar month following the Service Level Failure provided that Customer requests Service Level Credits within twenty-one (21) days of the calendar month in which the Service Level Failure occurred. As used in Table 5 below, “**Daily Joinder Credits**” means Customer’s actual fees paid or owed with respect to the current calendar month divided by the number of days in such month. Service Level Credits may not be exchanged for, or converted to, monetary amounts.

Table 5: Service Level Credit Calculation	
Availability	Service Level Credit
Under 99.9% but greater than or equal to 99.0%	1 x Daily Joinder Credits
Under 99.0% but greater than or equal to 95.0%	2 x Daily Joinder Credits
Under 95.0%	3 x Daily Joinder Credits

III. Policy Exclusions

Joinder will have no liability for any failure to meet the Service Level to the extent arising from: (a) use of the Joinder Service by Customer other than as authorized under the Agreement or in accordance with Joinder’s written documentation; (b) any Content or other data provided or uploaded by Customer or its End Users; (c) Customer or End User equipment; (d) third party acts, or services and/or systems not provided by Joinder; (e) general Internet problems, or other factors outside of Joinder’s reasonable control; (f) evaluation or proof-of-concept use of the Services; or (g) Joinder’s preview features (e.g., beta functionality not intended for production use). Joinder will have no obligations to provide support for third party software or services, or custom scripts or code not native to the Services.

PART III – EU DATA PROCESSING ADDENDUM

For purposes of this EU Data Processing Addendum (this “Addendum”), Customer shall be deemed the “Controller” and Joinder the “Processor”. Controller enters into this Addendum on behalf of itself and, to the extent required under applicable Data Protection Laws (defined below), in the name and on behalf of its Affiliates (defined below), if any. Any terms not defined in this Addendum shall have the meaning set forth in Part I of this Agreement.

1. Definitions

1.1. “Affiliate” means (i) an entity of which a party directly or indirectly owns fifty percent (50%) or more of the stock or other equity interest, (ii) an entity that owns at least fifty percent (50%) or more of the stock or other equity interest of a party, or (iii) an entity which is under common control with a party by having at least fifty percent (50%) or more of the stock or other equity interest of such entity and a party owned by the same person, but such entity shall only be deemed to be an Affiliate so long as such ownership exists.

1.2. “Anonymous Data” means Personal Data that has been processed in such a manner that it can no longer be attributed to an identified or identifiable natural person.

1.3. “Authorized Employee” means an employee of Processor who has a need to know or otherwise access Personal Data to enable Processor to perform their obligations under this Addendum or the Agreement.

1.4. “Authorized Sub-Processor” means a third-party who has a need to know or otherwise access Personal Data to enable Processor to perform its obligations under this Addendum or the Agreement, and who is either (1) identified in the list set forth at [INSERT URL] (the “List”) or (2) authorized by Controller to do so under Section 4.2 of this Addendum.

1.5. “Data Subject” means an identified or identifiable person to whom Personal Data relates.

1.6. “Instruction” means a direction, either in writing, in textual form (e.g. by e-mail) or by using a software or online tool, issued by Controller to Processor and directing Processor to Process Personal Data.

1.7. “Personal Data” means any information relating to Data Subject which is subject to Data Protection Laws (defined below) and which Processor Processes on behalf of Controller other than Anonymous Data.

1.8. “Personal Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored, or otherwise processed.

1.9. “Process” or “Processing” means any operation or set of operations which is performed upon the Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure, or destruction.

1.10. “Standard Contractual Clauses” means the agreement executed by and between Controller and Processor and attached hereto as Exhibit B pursuant to the European Commission’s decision (C(2010)593) of February 5, 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of protection (or any updated version thereof).

1.11. “Supervisory Authority” means an independent public authority which is established by a member state of the European Union, Iceland, Liechtenstein, or Norway.

2. Processing of Data

2.1. The rights and obligations of the Controller with respect to this Processing are described herein. Controller shall, in its use of the Services, at all times Process Personal Data, and provide instructions for the Processing of Personal Data,

in compliance with the General Data Protection Regulation (Regulation (EU) 2016/679) (the “GDPR” and together, “Data Protection Laws”). Controller shall ensure that its instructions comply with all laws, rules and regulations applicable in relation to the Personal Data, and that the Processing of Personal Data in accordance with Controller’s instructions will not cause Processor to be in breach of the Data Protection Laws. Controller is solely responsible for the accuracy, quality, and legality of (i) the Personal Data provided to Processor by or on behalf of Controller, (ii) the means by which Controller acquired any such Personal Data, and (iii) the instructions it provides to Processor regarding the Processing of such Personal Data. Controller shall not provide or make available to Processor any Personal Data in violation of the Agreement or otherwise inappropriate for the nature of the Services, and shall indemnify Processor from all claims and losses in connection therewith. This Addendum does not apply to Personal Data for which Processor is a controller.

2.2. Processor shall not Process Personal Data (i) for purposes other than those set forth in the Agreement and/or Exhibit A, (ii) in a manner inconsistent with the terms and conditions set forth in this Addendum or any other documented instructions provided by Controller, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by Supervisory Authority to which the Processor is subject; in such a case, the Processor shall inform the Controller of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest and (iii) in violation of the GDPR. Controller hereby instructs Processor to Process Personal Data in accordance with the foregoing and as part of any Processing initiated by Controller in its use of the Services.

2.3. The subject matter, nature, purpose, and duration of this Processing, as well as the types of Personal Data collected and categories of Data Subjects, are described in Exhibit A to this Addendum.

2.4. Following completion of the Services, at Controller’s choice, Processor shall return or delete the Personal Data, unless further storage of Personal Data is required or authorized by applicable law. If return or destruction is impracticable or prohibited by law, rule or regulation, Processor shall take measures to block such Personal Data from any further Processing (except to the extent necessary for its continued hosting or Processing required by law, rule or regulation) and shall continue to appropriately protect the Personal Data remaining in its possession, custody, or control. If Controller and Processor have entered into Standard Contractual Clauses as described in Section 6 (Transfers of Personal Data), the parties agree that the certification of deletion of Personal Data that is described in Clause 12(1) of the Standard Contractual Clauses shall be provided by Processor to Controller only upon Controller’s request.

3. Authorized Employees

3.1. Processor shall take commercially reasonable steps to ensure the reliability and appropriate training of any Authorized Employee.

3.2. Processor shall ensure that all Authorized Employees are made aware of the confidential nature of Personal Data and have executed confidentiality agreements that prevent them from disclosing or otherwise Processing, both during and after their engagement with Processor, any Personal Data except in accordance with their obligations in connection with the Services.

3.3. Processor shall take commercially reasonable steps to limit access to Personal Data to only Authorized Employees.

4. Authorized Sub-Processors

4.1. Controller acknowledges and agrees that Processor may (1) engage its affiliates and the Authorized Sub-Processors set forth on the List to access and Process Personal Data in connection with the Services and (2) from time to time engage additional third parties for the purpose of providing the Services, including without limitation the Processing of Personal Data. By way of this Addendum, Controller provides general written authorization to Processor to engage sub-processors as necessary to perform the Services.

4.2. The List will be made available to Controller by Processor. Such List may be updated by Processor from time to time. The List may provide a mechanism to subscribe to notifications of new Authorized Sub-Processors and Controller

agrees to subscribe to such notifications where available. At least ten (10) days before enabling any third party other than Authorized Sub-Processors to access or participate in the Processing of Personal Data, Processor will add such third party to the List. Controller may reasonably object to such an engagement on legitimate grounds by informing Processor in writing within ten (10) days of receipt of the aforementioned notice by Controller. Controller acknowledges that certain sub-processors are essential to providing the Services and that objecting to the use of a sub-processor may prevent Processor from offering the Services to Controller.

4.3. If Controller reasonably objects to an engagement in accordance with Section 4.2, and Processor cannot provide a commercially reasonable alternative within a reasonable period of time, Processor may terminate this Addendum. Termination shall not relieve Controller of any fees owed to Processor under the Agreement.

4.4. If Controller does not object to the engagement of a third party in accordance with Section 4.2 within ten (10) days of notice by Processor, that third party will be deemed an Authorized Sub-Processor for the purposes of this Addendum.

4.5. Processor will enter into a written agreement with the Authorized Sub-Processor imposing on the Authorized Sub-Processor data protection obligations comparable to those imposed on Processor under this Addendum with respect to the protection of Personal Data. In case an Authorized Sub-Processors fails to fulfill its data protection obligations under such written agreement with Processor, Processor will remain liable to Controller for the performance of the Authorized Sub-Processor's obligations under such agreement

4.6. If Controller and Processor have entered into Standard Contractual Clauses as described in Section 6 (Transfers of Personal Data), (i) the above authorizations will constitute Controller's prior written consent to the subcontracting by Processor of the processing of Personal Data if such consent is required under the Standard Contractual Clauses, and (ii) the parties agree that the copies of the agreements with Authorized Sub-Processors that must be provided by Processor to Controller pursuant to Clause 5(j) of the Standard Contractual Clauses may have commercial information, or information unrelated to the Standard Contractual Clauses or their equivalent, removed by the Processor beforehand, and that such copies will be provided by the Processor only upon request by Controller.

5. Security of Personal Data. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risk of Processing Personal Data.

6. Transfers of Personal Data

6.1. The parties agree that Processor may transfer Personal Data processed under this Addendum outside the European Economic Area ("EEA") or Switzerland as necessary to provide the Services. If Processor transfers Personal Data protected under this Addendum to a jurisdiction for which the European Commission has not issued an adequacy decision, Processor will ensure that appropriate safeguards have been implemented for the transfer of Personal Data in accordance with Data Protection Laws.

6.2. Where required, any transfer of Personal Data made subject to this Addendum to any countries which do not ensure an adequate level of data protection shall be undertaken by Processor through one of the following mechanisms: (a) the Standard Contractual Clauses set forth in Exhibit B to this Addendum, or (b) another legally-authorized mechanism.

6.3. The Standard Contractual Clauses will be deemed completed as follows:

6.3.1. Customer is the "exporter," and the applicable contact information is set forth in the Order Form.

6.3.2. Joinder is the "importer," and the applicable contact information is set forth below.

6.3.3. Appendices 1 and 2 of the Standard Contractual Clauses are set forth in Exhibit B to this Addendum

6.3.4. By entering into the Agreement and this Addendum (if applicable), Controller and Processor are deemed to be signing the Standard Contractual Clauses and applicable Appendices. If required by the laws or regulatory procedures of any jurisdiction, the parties shall execute or re-execute the Standard Contractual Clauses as separate documents.

7. Rights of Data Subjects

7.1. Processor shall, to the extent permitted by law, notify Controller upon receipt of a request by a Data Subject to exercise the Data Subject's right of: access, rectification, erasure, data portability, restriction or cessation of Processing, withdrawal of consent to Processing, and/or objection to being subject to Processing that constitutes automated decision-making (such requests individually and collectively "Data Subject Request(s)"). If Processor receives a Data Subject Request in relation to Controller's data, Processor will advise the Data Subject to submit their request to Controller and Controller will be responsible for responding to such request, including, where necessary, by using the functionality of the Services. Controller is solely responsible for ensuring that Data Subject Requests for erasure, restriction or cessation of Processing, or withdrawal of consent to Processing of any Personal Data are communicated to Processor, and for ensuring that a record of consent to Processing is maintained with respect to each Data Subject

7.2. Processor shall, at the request of the Controller, and taking into account the nature of the Processing applicable to any Data Subject Request, apply appropriate technical and organizational measures to assist Controller in complying with Controller's obligation to respond to such Data Subject Request and/or in demonstrating such compliance, where possible, *provided that* (i) Controller is itself unable to respond without Processor's assistance and (ii) Processor is able to do so in accordance with all applicable laws, rules, and regulations. Controller shall be responsible to the extent legally permitted for any costs and expenses arising from any such assistance by Processor.

8. Actions and Access Requests

8.1. Processor shall, taking into account the nature of the Processing and the information available to Processor, provide Controller with reasonable cooperation and assistance where necessary for Controller to comply with its obligations under the GDPR to conduct a data protection impact assessment and/or to demonstrate such compliance, *provided that* Controller does not otherwise have access to the relevant information. Controller shall be responsible to the extent legally permitted for any costs and expenses arising from any such assistance by Processor.

8.2. Processor shall, taking into account the nature of the Processing and the information available to Processor, provide Controller with reasonable cooperation and assistance with respect to Controller's cooperation and/or prior consultation with any Supervisory Authority, where necessary and where required by the GDPR. Controller shall be responsible to the extent legally permitted for any costs and expenses arising from any such assistance by Processor.

8.3. Processor shall maintain records sufficient to demonstrate its compliance with its obligations under this Addendum, and retain such records for a period of three (3) years after the termination of the Agreement. Controller shall, with reasonable notice to Processor, have the right to review, audit and copy such records at Processor's offices during regular business hours.

8.4. Upon Controller's request, Processor shall, no more than once per calendar year, either (i) make available for Controller's review copies of certifications or reports demonstrating Processor's compliance with prevailing data security standards applicable to the Processing of Controller's Personal Data, or (ii) if the provision of reports or certifications pursuant to (i) is not reasonably sufficient under Data Protection Laws, allow Controller or its authorized representative, upon reasonable notice and at a mutually agreeable date and time, to conduct an audit or inspection of Processor's data security infrastructure and procedures that is sufficient to demonstrate Processor's compliance with its obligations under this Addendum, provided that Controller shall provide reasonable prior notice of any such request for an audit and such inspection shall not be unreasonably disruptive to Processor's business. Controller shall be responsible for the costs of any such audits or inspections, including without limitation a reimbursement to Processor for any time expended for on-site audits. If Controller and Processor have entered into Standard Contractual Clauses as described in

Section 6 (Transfers of Personal Data), the parties agree that the audits described in Clause 5(f) and Clause 12(2) of the Standard Contractual Clauses shall be carried out in accordance with this Section 8.4.

8.5. Processor shall immediately notify Controller if an instruction, in the Processor's opinion, infringes the Data Protection Laws or Supervisory Authority.

8.6. In the event of a Personal Data Breach, Processor shall, without undue delay, inform Controller of the Personal Data Breach and take such steps as Processor in its sole discretion deems necessary and reasonable to remediate such violation (to the extent that remediation is within Processor's reasonable control).

8.7. In the event of a Personal Data Breach, Processor shall, taking into account the nature of the Processing and the information available to Processor, provide Controller with reasonable cooperation and assistance necessary for Controller to comply with its obligations under the GDPR with respect to notifying (i) the relevant Supervisory Authority and (ii) Data Subjects affected by such Personal Data Breach without undue delay.

8.8. The obligations described in Sections 8.5 and 8.6 shall not apply in the event that a Personal Data Breach results from the actions or omissions of Controller. Processor's obligation to report or respond to a Personal Data Breach under Sections 8.5 and 8.6 will not be construed as an acknowledgement by Processor of any fault or liability with respect to the Personal Data Breach.

9. Processor's Role as a Data Controller. The parties acknowledge and agree that to the extent Processor processes Personal Data in connection with the Agreement to: (i) monitor, prevent and detect fraud, and to prevent harm to Controller, Processor and the Processor's affiliates, and to third parties; (ii) comply with legal or regulatory obligations applicable to the processing and retention of Personal Data to which Processor is subject; (iii) analyze, develop and improve Processor's products and services; or (iv) provide the Processor products and services to Processor users, Processor is acting as a data controller with respect to the Processing of such Personal Data it receives from or through Controller.

EXHIBIT A

Details of Processing

Nature and Purpose of Processing: As required to develop, improve, and provide the Services to Customer in accordance with the Agreement.

Duration of Processing: Processing shall continue during the Term and for so long thereafter as is legally required or permitted.

Categories of Data Subjects: Controller employees and other end users

Type of Personal Data:

This chart details the categories of Personal Data that Processor collects and has collected over the past 12 months:

<u>Category of Personal Data</u>	<u>Examples of Personal Data We Collect</u>	<u>Categories of Third Parties With Whom We Share this Personal Data:</u>
Profile or Contact Data	<ul style="list-style-type: none">• First and last name• Email• Phone number• Unique identifiers such as passwords	<ul style="list-style-type: none">• Service Providers• Business Partners• Parties You Authorize, Access or Authenticate
Device/IP Data	<ul style="list-style-type: none">• IP address• Device ID• Domain server• Type of device/operating system/browser used to access the Services	<ul style="list-style-type: none">• Service Providers• Business Partners• Parties You Authorize, Access or Authenticate
Social Network Data	<ul style="list-style-type: none">• Email• Phone number• IP address• Device ID	<ul style="list-style-type: none">• Service Providers• Business Partners• Parties You Authorize, Access or Authenticate
Geolocation Data	<ul style="list-style-type: none">• IP-address-based location information	<ul style="list-style-type: none">• Service Providers• Business Partners• Parties You Authorize, Access or Authenticate

EXHIBIT B

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses.

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

Customer, a user of the Services.

Data importer

The data importer is (please specify briefly activities relevant to the transfer):

Joinder, provider of the Services.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

The data exporter's personnel, as well as individuals in other categories, such as the data exporter's customers, service providers, business partners, affiliates and other End Users.

Categories of data

The personal data transferred concern the following categories of data (please specify):

The Service does not impose a technical restriction on the categories of Personal Data Customer may provide. The Personal Data Processed by Joinder may thus include name, email address, telephone, title, and other categories of Personal Data, subject to the following section. Certain categories are required for the performance of the Services (e.g., account login and password), while others are entirely optional (e.g., telephone and title).

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

Customer is prohibited from uploaded special categories of data.

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

The subject matter, nature and purpose of the processing are Joinder's provision of the Service to Customer as further described in the Agreement. This involves storing Personal Data, making it available to Customer for modification and transmission, and deleting Personal Data. The processing takes place from the commencement of the Agreement until deletion of all Personal Data by Joinder in accordance with the Addendum.

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Please refer to the Agreement.