

Software End User License Agreement

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"**API**" means any application programming interface made available by Guldmann to Licensor in connection with the Agreement.

"**Computer Data**" means any data in a form capable of being processed by a computer.

"**Computer Database**" means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

"**Customer**" means the same as **Licensee** on Order Form and may be used interchangeably in this Agreement and attached Addendum, Appendix, Annex and other sources as adopted by reference in this Agreement; also applies to **Authorized Users**.

"**Customer Data**" means any data provided by Customer.

"**Data Concerning Health**" means personal data related to the physical or mental health of a natural person, including the provision of health care services, which reveal information about his or her health status.

"**Data Controller**" aka "**Controller**," means the natural or legal person, public authority, agency, entity or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data of data subjects.

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"**Data Protection Authority**" (DPA) means an organization, administrative agency or regulatory body chartered to enforce data protection laws and regulations.

"**Data Subject**" means an identified or identifiable natural person about whom information is being processed.

"**Documentation**" means user manuals, technical manuals, and any other materials provided by Licensor, in printed, electronic, or other form, that describe the installation, operation, use, or technical specifications of the Software.

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"Licensee" has the meaning set forth in the preamble.

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"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.

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"Sensitive Information" means personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

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The Parties agree to comply with Addendum 1 (Data Processing Addendum) and Appendix A (Details on the processing of Customer Data) with respect to the processing of any personal data under the Agreement.

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(a) This Agreement and the license granted hereunder shall remain in effect for the term set forth on the Order Form or until terminated as set forth herein (the "**Term**").

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(c) THE LIMITATIONS SET FORTH IN SECTION 12(a) AND SECTION 12(b) SHALL APPLY EVEN IF THE LICENSEE'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

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15. Jurisdiction. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the courts of the United States of America in Tampa, Florida, except to the extent the issue arising under the Agreement is governed under Federal Law, all claims shall be instituted in the United States District Court for the Middle District of Florida. In either case, all claims will be brought in the City of Tampa and County of Hillsborough, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

16. Force Majeure. Licensor will not be responsible or liable to Licensee, or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, pandemic, fluctuations or non-availability of electrical power, heat, light, air conditioning, or Licensee equipment, loss and destruction of property, or any other circumstances or causes beyond Licensor's reasonable control.

17. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on the Order Form (or to such other address as may be designated by a party from time to time in accordance with this Section 18).

18. Integration Clause. This Agreement, together with the Order Form, all annexes, schedules, and exhibits attached hereto and all other documents that are incorporated by reference herein, constitutes the sole and entire agreement between Licensee and Licensor with respect to the subject matter contained herein, and supersedes all prior and contemporaneous

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19. Assignment. Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensor's prior written consent, which consent Licensor may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Licensee will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Licensor's prior written consent is required. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 20 is void. Licensor may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Licensee's consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

20. Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

21. Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

22. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

23. Drafting and Headings. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Order Form and all Annexes, Schedules, and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

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ANNEX 1

AUTHORIZED USER TERMS OF USE

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7. EXPORT REGULATION. The Software may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software or Documentation accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable United States federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software available outside the US.

8. GOVERNING LAW. These Terms of Use are governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Florida. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the courts of the United States of America in Tampa, Florida, except to the extent the issue arising under the Agreement is governed under Federal Law, all claims shall be instituted in the United States District Court for the Middle District of Florida. In either case, all claims will be brought in the City of Tampa and County of Hillsborough, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

ADDENDUM 1 – Data Processing

1. DATA PROTECTION

- a. **Definitions:** In this Annex, the following terms shall have the following meanings:
- “**Applicable Data Protection Law**” shall mean any and all applicable data protection and privacy laws including, where applicable, EU Data Protection law and the CCPA.
- “**Controller,**” “**processor,**” “**data subject,**” “**personal data,**” “**processing**” (and “**process**”) and “**special categories of personal data**” shall have the meanings given in Applicable Data Protection Law.
- “**Business,**” “**service provider,**” “**personal information,**” and “**consumer**” shall have the meanings given in Applicable Data Protection Law.
- “CCPA” means the U.S. California Privacy Act of 2018, as amended or superseded from time to time, and any implementing regulations as promulgated by the California Attorney General.
- “EU Data Protection Law” means (i) the EU General Data Protection regulation (Regulation 2016/679; (ii) the EU e-Privacy Directive (Directive 2002/58/EC); and (iii) and any and all EU Member State laws made under or pursuant to any of the foregoing; in each case as amended or superseded from time to time.
- b. Relationship of the parties: Customer/Licensee (the controller) appoints Guldmann as a processor to process the personal described in the Agreement (the “Data”) for the purposes described in the Agreement (or as otherwise agreed to in writing by the parties) (the ‘Permitted Purpose’). Guldmann shall not retain, use, or disclose the Data for any purpose other than for the Permitted Purpose, or as otherwise permitted by the Applicable Data Protection law, including retaining, using, or disclosing the Data for a commercial purpose other than the Permitted Purpose. Guldmann shall not buy or sell the Data.
- c. International transfers & data localization laws: If any Data originates from the European Economic Area (“EEA”) under the Agreement, Guldmann shall not transfer the Data outside of the EEA unless it has taken such measures as are necessary to ensure the transfer is in compliance with Applicable Data protection law. Such measures may include (without limitation) transferring the Data to a recipient (a) in a country that the European Commission has decided provides adequate protection for personal data, (b) that has achieved binding corporate rules authorization in accordance with Applicable Data Protection Law, (c) that has executed standard contractual clauses adopted or approved by the European Commission. Where Guldmann is a party to any contract to transfer data out of the EEA, Licensee shall be deemed the “Data Exporter.” Alternatively, the Parties may also agree to implement any other valid transfer mechanism then in existence.
- d. Subprocessing: Licensor consents to Guldmann engaging subprocessors to process the Data for the Permitted Purpose.
- e. Cooperation and data subject’s rights: Taking into account the nature of the processing, processor assists the controller by appropriate technical and

- organizational measures, insofar as this is possible, Guldmann shall provide reasonable and timely assistance to Licensee (at Licensee's expense) to enable licensee to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Data. In the event that any such request, correspondence, enquiry or complaint is made directly to Guldmann, Guldmann shall promptly inform Licensee providing details of the same.
- f. Data Protection Impact Assessments: Guldmann shall provide Licensee with reasonable cooperation (at Licensee's expense) to enable Licensee to conduct any data protection impact assessment that it is required to undertake under Applicable Data Protection Law.
 - g. Security Breaches: If it becomes aware of a Security Breach, Guldmann shall inform Licensee without undue delay and shall provide reasonable information and cooperation to Licensee so that Licensee can fulfil any data breach reporting obligations it may have under Applicable Data Protection Law. Guldmann shall further take such reasonably necessary measures and actions to mitigate the effects of the Security Breach and shall keep Licensor informed of all material developments in connection with the Security Breach.
 - h. Deletion or return of Data: Following termination or expiry of the Agreement, Licensee shall have sixty (60) days to export its Data from the Software and after such time has passed Guldmann may destroy all Data in its possession or control. This requirement shall not apply to the extent that; (i) Guldmann is required by applicable law to retain some or all of the Data; or (ii) Data is archived on Guldmann's back-up and support systems, provided that Guldmann shall continue to protect such Data in accordance with its obligations herein.
 - i. Audit: Guldmann shall, upon reasonable notice (no less than forty-five (45) days) and payment of a reasonable fee, not more than once a year (unless there is a material Security Breach, in which case a second audit is permitted), allow its procedures and documentation to be inspected or audited by Licensee (or its designee) during business hours, and without interrupting Guldmann's business operations, in order to ascertain compliance with the obligations set forth in this Data Processing Addendum. For the avoidance of doubt, the scope of such audit shall be limited to documents and records allowing the verification of Guldmann's compliance with the obligations set forth in this Data Processing Addendum and shall not include financial records of Guldmann or any records concerning Guldmann's other customers. Remote audits shall be utilized where possible, with on-site audits occurring only where a walkthrough of the premises is required.

APPENDIX A: Details on the processing of Customer Data

Categories of Data Subjects:

-Customer employees, contractors, agents, consultants, vendors, and customers whose personal information is shared with Guldmann for the purpose of providing and using the CLM Online Software.

Categories of personal data processed:

-The Personal Data process is personal data provided by Customer and processed by Guldmann in the course of providing the Software.

-The Personal Data processed may concern the following categories of data:

Identification Data

Other (As stipulated by Customer on Order Form, if any)

Special Categories of Data:

The Personal Data processed will not include sensitive personal data including information about racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sex life, government issued identification numbers, credit card details, health or medical records and criminal records. To the extent Customer elects to upload special categories of data, Customer does so at its own risk.

Purpose of Processing operations:

The Personal Data processed may be subject to the following basic processing activities: Collect, record, organize, store, adapt, alter, retrieve, redact, consult, use, align or combine, block, erase or destruct, disclose by transmission, disseminate or otherwise make available Customer Data as described herein, as strictly necessary and required to provide the Software and otherwise in accordance with Customer's instructions.

Specifically, processing operations include:

-Processing of name and email addresses to provide login credentials, processing of name and email address to provide support and helpdesk, storage of login credentials and users for authentication purposes.

-Hosting Customer environment which contains Customer Data.

Duration of Processing

The personal data may be processed during the Term of the Agreement and any additional period which it is retained.

APPENDIX B: Security Framework for the protection of Data

SCHEDULE A

CLM THIRD-PARTY SOFTWARE

Client side

1. Core FormatJS Intl (<https://formatjs.io/docs/intl/>)
2. Chart.js (<https://www.chartjs.org/>)
3. Qrcode (<https://www.npmjs.com/package/@types/qrcode>)
4. React HTML Parser (<https://www.npmjs.com/package/react-html-parser>)
5. Recoil (<https://recoiljs.org/>)
6. Uuid (<https://www.npmjs.com/package/uuid>)
7. Yup (<https://www.npmjs.com/package/yup>)
8. Fluent UI (<https://developer.microsoft.com/en-us/fluentui#/>)
9. Xstate (<https://xstate.js.org/>)
10. Chartjs plugin colorschemes (<https://www.npmjs.com/package/chartjs-plugin-colorschemes>)
11. Customize cra (<https://www.npmjs.com/package/customize-cra>)
12. Customize cra react refresh (<https://www.npmjs.com/package/customize-cra-react-refresh>)
13. Formik (<https://formik.org/>)
14. Immerjs (<https://immerjs.github.io/immer/>)
15. Merge (<https://www.npmjs.com/package/merge>)
16. Oidc client (<https://www.npmjs.com/package/oidc-client>)
17. React app rewired (<https://www.npmjs.com/package/react-app-rewired>)
18. React Icons (<https://react-icons.github.io/react-icons/>)
19. React Router (<https://reactrouter.com/>)
20. Reset css (<https://www.npmjs.com/package/reset-css>)
21. Rimraf (<https://www.npmjs.com/package/rimraf>)
22. Styled components (<https://styled-components.com/>)
23. React (<https://reactjs.org/>)

Server side

1. CloseXML (<https://github.com/ClosedXML/ClosedXML>)
2. CsvHelper (<https://joshclose.github.io/CsvHelper/>)

3. MailKit (<https://github.com/jstedfast/MailKit>)
4. Mimekit (<http://www.mimekit.net/>)
5. Quartz scheduler (<https://www.quartz-scheduler.net/>)
6. Sqlkata (<https://sqlkata.com/>)
7. TimeZoneConverter (<https://github.com/mattjohnsonpint/TimeZoneConverter>),
8. TimeZoneNames (<https://github.com/mattjohnsonpint/TimeZoneNames>)
9. IdentityServer4 (<https://identityserver4.readthedocs.io/en/latest/>)