

## LAW EYE LLC SaaS AGREEMENT

This Software as a Service (SaaS) Agreement (this “**Agreement**”), effective as of [DATE] (the “**Effective Date**”), is by and between LAW EYE AI, LLC a Hawaii corporation with offices located at 15-2660 Pahoia Village Rd, Pahoia HI 96778 (“**Provider**”) and [CUSTOMER NAME], a [STATE OF ORGANIZATION] [ENTITY TYPE] with offices located at [ADDRESS] (“**Customer**”). Provider and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.” In consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. Definitions

- a. “**Aggregated Statistics**” means data and information related to Customer's use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile billing, statistical and performance information related to the provision and operation of the Services.
- b. “**Authorized User**” means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.
- c. “**Customer Data**” means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services that is not Aggregated Statistics.
- d. “**Documentation**” means any user manuals, handbooks, and guides relating to the Services provided by Provider to Customer either electronically or in hard copy form.
- e. “**Provider IP**” means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but does not include Customer Data.
- f. “**Services**” means the Provider software platform and related services performed by Provider for Client as described in **Exhibit A**.
- g. “**Third-Party Products**” means any third-party products described in **Exhibit A** provided with or incorporated into the Services.

### 2. Access and Use

- a. **Provision of Access.** Subject to and conditioned on Customer's payment of Fees and compliance with all the terms and conditions of this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 13(g)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and

conditions herein. Such use is limited to Customer's internal use. Provider shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services.

- b. **Documentation License.** Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 13(g)) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.
- c. **Use Restrictions.** Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
- d. **Reservation of Rights.** Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.
- e. **Suspension.** Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Services if: (A) Provider reasonably determines that (A) there is a threat to or attack on any of the Provider IP; (B) Customer's or any Authorized End User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer, or any Authorized End User, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) (i) Provider's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 5(a) (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). In the event of a Service Suspension under (E)(i) that continues for a period of fifteen (15) business days or more, Customer, in its sole discretion, may elect to terminate the Agreement, in which case Provider shall refund Customer any prepaid fees covering the remainder of the Term from the start date of the Service Suspension. Provider shall use commercially reasonable efforts to provide written notice of any material Service Suspension to Customer and to provide updates regarding resumption of access

to the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

- f. **Security.** Provider will implement and maintain appropriate administrative, physical, and technical safeguards designed to prevent any unauthorized collection, use or disclosure of, or access to, the Services and/or Customer Data, including (i) appropriate and adequate physical security of all premises in which the Services and/or Customer Data are provided, handled, processed or stored; (ii) reasonable precautions with respect to the employment of and access given to Provider personnel, including background checks and security clearances that assign specific access privileged to individuals; and (iii) an appropriate network security program with reasonable access and data integrity controls, testing and auditing of all controls, and appropriate corrective action and incident response plans. The Parties agree that the provisions of the Creative Force Data Processing Addendum (“DPA”) attached hereto as **Exhibit D** shall apply to the Provider’s processing of any Customer personal data (as defined in the DPA) in connection with the rendering of Services. Upon termination and/or at any time upon Customer’s request, Provider will provide backup media (and/or a backup via secure FTP) to Customer in a form/format reasonably requested by Customer containing all Customer Data at Customer’s sole cost and expense.
- g. **Aggregated Statistics.** Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer’s use of the Services and collect and compile Aggregated Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Provider may use the Aggregated Statistics to, including without limitation, (a) improve usability and the Customer’s experience; (b) automate repetitive tasks based on machine learning/ AI; or (c) help Customer’s Authorized Users make more informed decisions with tips and suggestions. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer’s Confidential Information. Without Customer’s prior written consent, Provider shall not sell or transfer the Aggregated Statistics to a third-party.

### 3. Customer Responsibilities

- a. **General.** Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such

Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

- b. **Third-Party Products.** Provider may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions and the applicable flow through provisions referred to in Exhibit A. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products.

#### 4. Service Levels and Support

- a. **Service Levels.** Subject to the terms and conditions of this Agreement, Provider shall use commercially reasonable efforts to make the Services available with 99+% uptime.
- b. **Support.** Subject to Customer's timely payment of Fees, access rights granted hereunder entitles Customer to the support necessary to maintain system operations.

#### 5. Fees and Payment

- a. **Fees.** Customer shall pay Provider the fees ("**Fees**") specified in Exhibit A. Customer shall make all payments hereunder in US dollars on or before the due date set forth in **Exhibit A**. If Customer fails to make any payment when due, without limiting Provider's other rights and remedies, Provider may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.
- b. **Taxes.** All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

#### 6. Confidential Information

From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, that is marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**").

Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder.

Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a

protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

#### 7. Intellectual Property Ownership; Feedback

- a. **Provider IP.** Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.
- b. **Customer Data.** Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data.
- c. **Feedback.** If Customer or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Provider on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

#### 8. Limited Warranty and Warranty Disclaimer

- a. Provider warrants that the Services will conform in all material respects to the service levels set forth in the SLA. Provider does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in the SLA. The remedies set forth in the SLA are Customer's sole remedies and Provider's sole liability under the limited warranty set forth in this Section 8(a).
- b. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a) THE PROVIDER IP IS PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), PROVIDER MAKES NO

WARRANTY OF ANY KIND THAT THE PROVIDER IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

## 9. Indemnification

### a. **Provider Indemnification.**

i: Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable external attorneys' fees) ("Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that: (x) the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's U.S. intellectual property rights, U.S. patents, copyrights, or trade secrets, provided that Customer promptly notifies Provider in writing of the claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such claim, or (y) arises out of Provider's gross negligence or willful misconduct.

ii: If such a claim is made or appears possible under Section 9(a)(i)(x) above, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, (B) obtain the right for Customer to continue use, or (C) if Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer and Provider will provide a refund of any prepaid and unused fees from the date of such termination.

iii: This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the Services not made by Provider; (C) Customer Data ; or (D) Third-Party Products.

b. **Customer Indemnification.** Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment or technology not provided by Provider or authorized by Provider in writing; or (iv) modifications to the Services not made by Provider, provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

c. **Sole Remedy.** THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY

RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL PROVIDER'S LIABILITY UNDER THIS SECTION 9 EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER TO PROVIDER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

#### 10. Limitation of Liability

IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO PROVIDER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

#### 11. Term and Termination

- a. **Term.** The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until one (1) year from such date (the "Initial Term"). This Agreement will automatically renew unless (i) Provider presents a renewal Order Form to Customer either via email or in writing or (ii) earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party notice of non-renewal either via email or in writing at least thirty (30) days prior to the expiration of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term").
- b. **Termination.** In addition to any other express termination right set forth in this Agreement:
  - i: Provider may terminate this Agreement, effective on notice to Customer either via email or in writing, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than thirty (30) days after Provider's delivery of notice thereof; or (B) breaches any of its obligations under Section 2(b) or Section 2(c);
  - ii: either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured sixty (60) days after the non-breaching Party provides the breaching Party with written notice of such breach; or
  - iii: either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a

receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

- c. **Effect of Expiration or Termination.** Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination.
- d. **Survival.** This Section 11(d) and Sections 1, 5, 6, 7, 8(b), 9, 10, and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

## 12. Miscellaneous

- a. **Entire Agreement.** This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.
- b. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.
- c. **Force Majeure.** In no event shall either Party be liable to the other, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for a failure to pay for Services already provided or being provided), if and to the extent such failure or delay is due to an event caused by any circumstances beyond either Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, health outbreaks or passage of law or any action taken by a governmental or public authority, including imposing an embargo ("Force Majeure Event").
- d. **Amendment and Modification; Waiver.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in



writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

- e. **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- f. **Governing Law; Submission to Jurisdiction.** This Agreement is governed by and construed in accordance with the internal laws of the State of Hawaii without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of California, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- g. **Assignment.** Neither party may assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's prior consent, to its parent company, or to any purchaser of all or substantially of such Party's assets, or to any successor by way of merger, consolidation or similar transaction.
- h. **Export Regulation.** Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.
- i. **Equitable Relief.** Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Customer, Section 2(b) or 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary

damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

- j. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- k. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

LAW EYE AI, LLC

By:

Name:

Title:

[CUSTOMER NAME]

By:

Name:

Title:

EXHIBIT A

Capitalized terms used but not defined in this Exhibit A have the meaning given to those terms in this Agreement. Information regarding Provider’s various Plans & Pricing including the services and fees can be found here: <https://www.laweyesaaS.com>

A. DESCRIPTION OF SERVICES: Provider shall provide to Customer, pursuant to this Agreement, a subscription to and use of Provider’s proprietary software-as-a-service platform, which provides an Azure A.I.-powered end-to-end solution for legal research.

B. PLAN SELECTED: **A.I. 1**

C. END USER LICENSE AGREEMENT (“EULA”): By entering into this Agreement, Customer will also be agreeing to the terms and conditions of Provider’s then current EULA, which is incorporated herein by reference.

D. FEES: Customer will specify the means of payment by selecting a) reminder payment link or b) auto-billing. The monthly subscription fee is for maintenance and assistance and is separate from any Customer-specific billings for Excess Compute Usage in the Azure Cloud related to the overall volume of requests received by Azure A.I. from that Customer. All Customer-specific billings for Excess Compute Usage in the Azure Cloud resulting from the overall volume of requests received by Azure A.I. from that Customer will be provided by the Provider to the Customer by monthly invoice Net 0. Provider is not a reseller of Azure Cloud Services and will collect no surplus revenue from Customer payment of such charges.

<b>A.I. 1</b>	<b>A.I. 2</b>
\$399/mo auto-billed Subscription	Custom billed Subscription
10M Azure AI Tokens per Month	>10M Azure AI Tokens per month