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DISCO TERMS AND CONDITIONS

Thank you for choosing DISCO. These Terms and Conditions govern Customer's use of the Disco Offerings, and together with all Orders, schedules, exhibits, addenda and amendments, comprise the "Agreement". Please read these Terms and Conditions carefully, as the Parties are bound by them. The individual who signs an Order on behalf of an entity represents and warrants that he/she has the authority to bind such entity to the Agreement.

1. Definitions: Capitalized terms not otherwise defined shall have the meanings set forth in Section 16.
2. Use of Technology Offerings and Professional Services.

(a) Right to Use Technology Offerings. Subject to the terms of this Agreement, DISCO will give Customer access to use the Technology Offerings stated in the Order. With respect to the portions of the Technology Offerings, which are designed to run in Customer's environment, Customer agrees to use such portions in object code only and solely to enable the access and use of DISCO's hosted Technology Offerings in accordance with this Agreement, the applicable Order and the Documentation: High-Speed Uploader (HSU) and DISCO Hold connectors to Customer's systems.

(b) Authorized Users. Customer may designate users of the Technology Offerings ("Authorized Users"). Authorized Users must be employees or contractors of Customer and not of separately represented parties or their counsel. If Customer is represented by one or more law firms, Customer may designate employees or independent contractors of those law firms as Authorized Users of the Technology Offerings, but only for use in their representation of Customer, and Customer must promptly notify DISCO if any law firm's representation of Customer ceases. If Customer is a law firm, Customer may designate personnel of a Customer's client as Authorized Users of the Technology Offerings, but only for use in connection with the law firm's representation of such client. Customer will safeguard and maintain the security of its Authorized Users' login credentials and shall be responsible for any and all activity that occurs under such login credentials. Customer is responsible for Authorized Users' compliance with this Agreement. Customer will ensure that all Authorized Users maintain the security and confidentiality of such log-in credentials and will notify DISCO promptly of any unauthorized use of such log-in credentials or any other breach of security known to Customer. DISCO will have the right (but not the obligation) to monitor use of the Technology Offerings to confirm Customer's compliance with the terms of this Agreement.

(c) Professional Services. The Customer may engage DISCO to provide Professional Services related to the Technology Offerings. All details regarding the fees for any Professional Services will be outlined in the Order.

(d) Services and Support. DISCO will provide Customer with support and services as stated in any Order or described at support.csdisco.com/hc/en-us or cbsupport.csdisco.com/hc/en-us, as applicable. Customer will provide all cooperation reasonably required to enable DISCO to provide such support and services.

(e) Supplementary Terms: Modification and Discontinuation of Technology Offerings. Customer acknowledges and agrees that its use of certain DISCO Offerings may be subject to additional terms and conditions ("Supplementary Terms") which will be referenced in an Order or otherwise provided to Customer in connection with Customer's or an Authorized User's use of DISCO Offerings. Customer acknowledges and agrees that acceptance of Supplementary Terms by an Authorized User shall be sufficient to bind Customer to such Supplementary Terms. Customer acknowledges and agrees that DISCO may, from time to time, add, update, modify, rebrand or cease commercializing any Technology Offerings or features or components thereof. Certain features or functionality may be made available only in exchange for the payment of additional fees or only within certain subscription packages or feature sets, in each case as determined by DISCO in its sole

discretion from time to time. Customer may be notified of such additions or changes electronically (including through e-mail or through the applicable Technology Offering), or by DISCO posting updated pricing information to its website. Such additions or changes will be effective (i) with respect to Technology Offerings provided pursuant to a Subscription Model, at the commencement of the subsequent Renewal Subscription Period and (ii) with respect to Technology Offerings provided on a Transactional Model, immediately upon the delivery of such notice or a later date as may be specified in such notice. Except for Technology Offerings provided pursuant to a Subscription Model, DISCO may cease providing any Technology Offerings (or features or components thereof) at any time upon notice to Customer. The foregoing notice may be provided in writing, electronically (including through e-mail or through the applicable Technology Offering) or by DISCO posting updated information to its website.

(f) AI Services. Customer acknowledges, agrees, and accepts the risk that some or all AI Output may be biased, inaccurate, unfair, inequitable, discriminatory, or incomplete and that DISCO shall not have any liability or responsibility for any AI Output. It is Customer's responsibility to review and validate any AI Output, using Customer's expertise and professional judgment. Further, Customer acknowledges, agrees, and accepts that, due to the nature of artificial intelligence technologies, AI Output may not be unique to Customer.

3. Intellectual Property. DISCO reserves all rights in the Technology Offerings and Documentation. Except for the limited rights expressly granted to Customer in Section 2 above, nothing in this Agreement will be construed as a grant to Customer of any right, title, or interest in the Technology Offerings or Documentation. As between the parties, DISCO will retain exclusive ownership and title in and to the Technology Offerings and Documentation (including all related Intellectual Property Rights). If Customer provides to DISCO any suggestions, recommendations, or other feedback relating to any modifications or improvements to any current or proposed DISCO Offering ("Feedback"), Customer hereby grants to DISCO a fully paid, royalty-free, non-exclusive, irrevocable, worldwide, perpetual, fully transferable and sublicensable (through multiple tiers), royalty-free license to use and otherwise exploit the Feedback. Customer will not: (i) copy, reproduce, modify, or create derivative works of the Technology Offerings or the Documentation; (ii) reverse engineer, decompile, disassemble, decode or otherwise attempt to discover the source code, architecture, structure, or underlying technology of the Technology Offerings; (iii) use the Technology Offerings or Documentation to compete with or help anyone else compete with DISCO; (iv) introduce into the Technology Offerings any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful ("Malicious Code"); (v) remove any copyright or other Intellectual Property Rights notices contained within the Technology Offerings or Documentation; (vi) gain unauthorized access to or use the Technology Offerings in any manner that could disable, overburden, damage, or impair the Technology Offerings or interfere with the authorized use of the Technology Offerings by others; or (vii) use the AI Services or AI Output to (A) develop foundation models or other large scale models that compete with the AI Services or exfiltrate the weights of models or the bulk training data used to train the AI Services or (B) mislead any person to believe or assume that AI Output was human-generated.

4. Customer Data.

(a) Customer Obligations. Customer represents and warrants that: (i) Customer has obtained all necessary rights and consents with respect to the Customer Data to use the Customer Data in connection with the DISCO Offerings and to provide DISCO the rights to use the Customer Data as set forth in this Agreement; and (ii) neither its provision of the Customer Data to DISCO nor its use of AI Output will violate, misappropriate or infringe the Intellectual Property Rights of any Person or violate any applicable laws, rules or regulations. Without limiting the foregoing, Customer agrees that the Customer Data will not contain (X) any material that constitutes child sexual abuse material, (Y) classified government data or information, controlled but unclassified government data, export controlled data (e.g., ITAR (International Traffic in Arms Regulations) or Export Administration Regulations (EAR)) or data subject to any similar applicable laws, or (Z) any material in which any Sanctioned Party has an interest (each of the foregoing, "Prohibited Data").

(b) Customer Ownership; DISCO Rights of Use. As between the parties, Customer will retain all of its ownership rights in the Customer Data. Customer grants to DISCO (subject to applicable transfer restrictions set forth in this Agreement and, if applicable, the DPA) the rights in Customer Data necessary for DISCO to provide and improve the DISCO Offerings and otherwise perform under this Agreement. If DISCO receives a judicial or other governmental order or request seeking disclosure of Customer Data, DISCO shall be entitled,

in its sole discretion, to disclose the Customer Data to comply with such request, so long as (i) DISCO provides prompt written notice to Customer of the same (to the extent not prohibited under applicable law or by judicial or governmental order, and (ii) DISCO reasonably cooperates with Customer's efforts to prevent or limit any such disclosure.

(c) Usage Data. Customer acknowledges and agrees that DISCO may collect data relating to Customer's use of the Technology Offerings ("Usage Data"). Usage Data shall neither contain, nor permit anyone to ascertain, Customer Data. DISCO shall have the right to use Usage Data during and after the Term in connection with monitoring, providing, and maintaining the Technology Offerings and any other current or proposed offerings.

(d) Data Security. DISCO will maintain administrative, physical, and technical safeguards designed to protect the security and integrity of the Customer Data from unauthorized access, use or disclosure, which may be updated from time to time in DISCO's sole discretion.

(e) DPA. Each party shall comply with data protection laws applicable to that party and its performance under this Agreement. With respect to the processing of Customer personal data (as defined by applicable laws) the provisions of DISCO's Data Processing Addendum set forth at <https://www.csdisco.com/legal/data-processing-addendum> ("DPA") shall apply and form part of this Agreement.

5. Third-Party Service Providers. Customer may elect to purchase services from third-party service providers (each, a "Third-Party Provider"). DISCO shall not be responsible or liable for the delivery, quality, or timeliness of services not delivered by DISCO. If Customer enables a Third-Party Provider with the Technology Offerings, Customer authorizes DISCO to allow the applicable Third-Party Provider to access Customer Data and to take any other action to interoperate or integrate its services with the Technology Offerings. Customer agrees that any exchange of Customer Data or other interaction between Customer (or Authorized User) and the Third-Party Provider is solely between Customer and such Third-Party Provider. DISCO shall have the right in its sole discretion, to discontinue any interoperation, connection or integration with or access to the Technology Offerings by any Third-Party Provider at any time, with or without notice and without liability.

6. Fees and Payments.

(a) Fees. Customer will pay to DISCO fees based on the rates and charges as set forth in the applicable Order and as may be updated from time to time in accordance with Section 15(m) ("Fees"). The billing cycle for recurring Fees (whether fixed or variable) for the Technology Offerings will be as indicated in the Order. Notwithstanding the Order Amendment mechanics set forth in Section 15(m), DISCO may modify the billing cycles or billing increments for its Technology Offerings and Professional Services by providing notice to Customer. Such notice may be provided in writing, electronically (including through e-mail or through the applicable Technology Offering), or by DISCO posting such updated terms to its website.

(b) Subscription Pricing. Fees for Technology Offerings provided pursuant to a Subscription Model will be determined in accordance with the applicable Order. If Customer's use of such Technology Offerings exceeds the volume listed in the applicable subscription, any such excess usage will be priced in accordance with the applicable schedule or at DISCO's then-current standard rates. With respect to each Renewal Subscription Period, DISCO may increase the Fees payable for such Renewal Subscription Period by providing notice of the increased Fees to Customer at least thirty (30) days prior to the commencement of the Renewal Subscription Period. The foregoing notice may be provided in writing, electronically (including through e-mail or through the applicable Technology Offering), or by DISCO posting updated pricing information to its website.

(c) Transactional Model Pricing, Professional Services Pricing and Commitment Discounts. DISCO's pricing for the Technology Offerings provided on a Transactional Model (the "Transactional Model Pricing") and for Professional Services (the "Services Pricing") will be as set forth on the applicable Order or as otherwise communicated to Customer, including in writing, electronically (including through e-mail or through the applicable Technology Offering) or posted on DISCO's website. DISCO may update the Transactional Model Pricing or Services Pricing, including Transactional Model Pricing provided for a specified term length, at any time upon notice to Customer, and such updated Transactional Model Pricing or Services Pricing, as applicable, will be effective as of the date of such notice. The foregoing notice may be provided in writing, electronically

(including through e-mail or through the Technology Offerings), or by DISCO posting updated pricing information to its website.

(d) Usage Commitments. Customer may be entitled to pricing discounts set forth in an Order (“Commitment Discount”) by making minimum usage commitments to the Technology Offerings or Professional Services (“Usage Commitments”). Usage Commitments will be prepaid by Customer in accordance with the applicable Order and are nonrefundable. Commitment Discounts are contingent on Customer’s continued fulfilment of its Usage Commitments. Commitment Discounts will be applied to Technology Offerings or Professional Services purchased by Customer following the effective date of Customer’s Usage Commitment. Customer’s prepaid Usage Commitments may only be used to satisfy future purchases of Technology Offerings or Professional Services. To the extent Customer’s use of Professional Services or Technology Offerings exceeds the Usage Commitment, DISCO will invoice, and Customer will pay, Fees for such excess use in accordance with the pricing and the payment timeline set forth in the applicable Order.

(e) Expenses. Customer will pay DISCO for any reimbursable expenses specified in the Order or otherwise approved in writing (which may be by email) by Customer. Upon Customer’s request, DISCO will provide reasonable supporting documentation with respect to any such expense reimbursements.

(f) Invoicing; Payment Terms.

i. All Fees will be invoiced in advance, except for the following, which will be invoiced in arrears: (i) overage Fees for Technology Offerings provided on a Subscription Model; (ii) Fees incurred due to increased usage during a given month, for Technology Offerings provided on a Transactional Model; (iii) Fees for Professional Services; and (iv) reimbursable expenses. Unless an Order specifies different payment terms, Customer will pay all Fees, reimbursable expenses and any other amounts due within thirty (30) days following the date of the invoice, without deduction or set-off. Except as otherwise expressly provided in this Agreement, all amounts are payable in the currency specified in the applicable Order and are nonrefundable. All payments from Customer shall be made by ACH or wire transfer unless otherwise agreed by DISCO in the applicable Order. If DISCO consents to payment by credit card or debit card, then where permitted by applicable law, DISCO may charge, and Customer will pay, a surcharge in connection with payment network fees arising from such payment. Customer will pay interest at a rate of 1.5% per month, or if less, the maximum rate permitted by law, on any unpaid amount to DISCO under this Agreement for such time as the outstanding balance remains past due. Failure of Customer to pay any amounts when due under and in accordance with this Agreement will constitute a material breach of this Agreement, and Customer agrees to reimburse DISCO for any and all reasonable attorneys’ fees and other costs of collection or litigation incurred by DISCO in connection with its efforts to collect such amounts.

ii. Should Customer reasonably and in good faith dispute any portion of a DISCO invoice, Customer shall pay the undisputed portion of such invoice and any and all other undisputed amounts owed to DISCO in accordance with this Agreement and submit a written claim to DISCO that identifies the relevant invoice and the basis for Customer’s dispute (a “Dispute”) in reasonable detail. Any Dispute shall be submitted to DISCO within thirty (30) days of the date on which the invoice was issued, and Customer waives the right to dispute any invoice or charges after such time period.

(g) Taxes. All amounts payable by Customer to DISCO are exclusive of any applicable sales, use, value-added taxes and other assessments imposed by any governmental authority upon or with respect to the transactions and/or payments under this Agreement (collectively, “Taxes”). Customer is responsible for paying Taxes, excluding any taxes assessable against DISCO based on its income, property or employees. If DISCO is obligated under applicable law to collect or pay any Taxes, Customer agrees to pay to DISCO, in addition to other amounts owed to DISCO, such Taxes as invoiced, unless Customer provides DISCO with a valid tax exemption certificate for each jurisdiction in which it is claiming an exemption from such Taxes. Unless otherwise agreed to by the parties, the DISCO Offerings provided by DISCO to Customer under this Agreement are provided and sourced to Customer at the billing address identified on the applicable Order. Customer will make payment of all amounts owed to DISCO under this Agreement free and clear of any tax deduction or withholding, except to the extent otherwise required under applicable law. If any such tax deduction or withholding is required under applicable law, then the amount otherwise payable by Customer shall automatically be deemed to be increased such that the amount received by DISCO following the application of

such withholding shall be equal to the amount that would have been received by DISCO if such withholding requirement did not apply.

7. Term and Termination.

(a) **Term.** The term of this Agreement will commence on the effective date of the first Order placed by Customer and, unless earlier terminated in accordance with this Section 7, will continue for as long as an Order is in effect (the “Term”). Upon the termination of this Agreement, all then-existing Offering Terms for all DISCO Offerings will terminate as of the date of such termination.

(b) **Offering Terms.** For any DISCO Offering, the Offering Term shall be as follows:

i. **Subscriptions:** With respect to Technology Offerings provided on a Subscription Model, the initial term provided in the Order (the “Initial Subscription Period”), and thereafter automatically renewing for consecutive renewal periods each equal to one year unless a party notifies the other party in writing at least thirty (30) days prior to the end of the then-current period of its decision not to renew (each renewal period, a “Renewal Subscription Period”);

ii. **Transactional:** With respect to Technology Offerings provided on a Transactional Model, the period commencing on the effective date of the Order and continuing until terminated by either party;

iii. **Support:** With respect to the Standard Support, the period corresponding to the Offering Term for the associated Technology Offering; and

iv. **Professional Services:** With respect to any Professional Services (excluding Standard Support), the period commencing on the effective date of the applicable Order or the commencement of performance of such Professional Services and ending upon DISCO’s completion of such Professional Services or, if the applicable Order contemplates a specific time period for such Professional Services, the commencement and expiration of the time period contemplated in such Order.

(c) **Termination for Convenience.** Except with respect to any Technology Offerings provided on a Subscription Model, a party may terminate any Offering Term for a particular DISCO Offering at any time on thirty (30) days’ prior written notice to the other party. Notwithstanding the foregoing, Customer’s Usage Commitments will remain binding on Customer notwithstanding Customer’s termination of any Order for Transactional Model usage.

(d) **Termination for Breach.** This Agreement may be terminated by a party immediately upon notice to the other party if the other party (i) is in material breach of this Agreement and has failed to cure such breach within ten (10) days after notice of the breach or (ii) seeks protection under any bankruptcy, receivership, trust deed, creditors’ arrangement, composition, or comparable proceeding in any jurisdiction, or if any such proceeding is instituted against such party and is not dismissed within 60 days. However, if such material breach relates solely to one or more Orders (but not all Orders), the non-breaching party may elect to terminate only the Order(s) affected by the material breach.

(e) **Effect of Termination.** Upon termination or expiration of this Agreement or the Offering Term for a particular DISCO Offering, (i) all unpaid Fees, Usage Commitments, and other amounts payable to DISCO under this Agreement with respect to the affected DISCO Offering(s) (including any unpaid Fees for the remaining portion of the then-current Offering Term) will become immediately due and payable, and (ii) the rights granted to Customer with respect to the affected DISCO Offering(s) will terminate automatically. Customer shall be responsible for retrieving all available Customer Data from the Technology Offerings prior to the effective date of termination or expiration of the applicable Offering Term, and after termination or expiration of the applicable Offering Term, all Customer Data in such Technology Offerings will be deleted from DISCO’s systems in accordance with DISCO’s standard practices.

(f) **Survival.** Anything to the contrary notwithstanding, termination or expiration of this Agreement will not affect any of the parties’ respective rights or obligations that (A) are vested pursuant to this Agreement as of the effective date of such termination or expiration (including obligations for payment and remedies for breach of this Agreement) or (B) arise under Sections 1 (“Definitions”), 3 (“Intellectual Property”), 4(c) (“Usage

Data"), 6 ("Fees and Payments"), 7(e) ("Effect of Termination"), 7(f) ("Survival"), 8 ("Confidentiality"), 9 ("Compliance with Laws"), 10 ("Sanctions Laws; Human Trafficking"), 12 ("Disclaimers"), 13 ("Limitations of Liability"), 14 ("Indemnity") and 15 ("Miscellaneous").

(g) Suspension of Use. DISCO may (without limitation of any other rights or remedies) suspend access to and use of the Technology Offerings in the event that (i) Customer fails to pay any amount due to DISCO under this Agreement by its due date and has not cured such failure within five (5) days following written notice thereof to Customer (provided, however, that DISCO shall not suspend its performance in relation to any disputed amounts that are submitted to DISCO in accordance with the procedure set forth above in Section 6(f)(ii) and so long as Customer is reasonably and diligently cooperating to resolve such dispute), (ii) Customer has breached any of the provisions of Section 2, Section 4 or Section 10 of this Agreement, or (iii) in DISCO's reasonable good faith determination, such suspension is necessary to avoid or mitigate harm to the security of DISCO's systems or data. Any such suspension will not constitute a breach or termination by DISCO of this Agreement. During any such suspension, (Y) Customer will not have access to its data or the ability to archive or download its data (in the case of nonpayment, until all outstanding amounts are paid in full), and (Z) charges will continue to accrue while DISCO hosts Customer's data and Customer's obligation to pay those charges will survive suspension. With respect to any suspension under (i) or (ii) above, if such suspension continues for thirty (30) days, DISCO may thereafter delete all of Customer's data in the Technology Offering(s) subject to such suspension, in accordance with DISCO's standard practices. With respect to any Technology Offerings for which the Fees are assessed based on the number of Authorized User accounts designated by Customer, the charges that accrue during suspension will be calculated based on the number of Authorized User accounts in effect as of the time of such suspension.

8. Confidentiality.

(a) Each party (a "Receiving Party") agrees that any information received from the other party (the "Disclosing Party") during the term is "Confidential Information" when it is either (a) clearly marked as "proprietary," "confidential" or a similar designation; or (b) the Receiving party either knew or reasonably should have known to be confidential or proprietary in nature is the confidential information of the Disclosing Party. Receiving Party will maintain the Confidential Information in confidence, using the same standard of care it uses to protect its own Confidential Information (which shall be no less than a reasonable degree of care) and, subject to the terms and conditions of this Section, will not disclose or use any Confidential Information.

(b) Receiving Party may use the Confidential Information only as reasonably necessary to perform its duties and/or exercise its rights subject to and in accordance with this Agreement, and for no other purpose. Receiving Party may disclose the Confidential Information only to those (i) Receiving Party employees, contractors and representatives, and (ii) such other Persons approved in writing by Disclosing Party, in each case who need to know the Confidential Information in order to assist Receiving Party in its authorized use of the Confidential Information; *provided*, that, in the case of disclosure to Receiving Party employees, contractors and representatives, such Persons agree to be bound by obligations of confidentiality and nonuse (without further rights of distribution) no less restrictive than those contained herein, and Receiving Party will be jointly and severally liable for any such Person's breach of the foregoing obligations of confidentiality and nonuse.

(c) Disclosure or use of any Confidential Information will not be restricted to the extent that: (i) it is or becomes generally available to the public without any breach of this Agreement, (ii) it is rightfully known to Receiving Party without restriction prior to the date of disclosure by or on behalf of Disclosing Party hereunder; (iii) Receiving Party rightfully obtains it from a third party who Receiving Party reasonably believes has the right to transfer or disclose it without restriction; or (iv) it is developed independently by Receiving Party without any breach of this Agreement and without any use of the Confidential Information.

(d) Disclosure of any Confidential Information to any judicial or other governmental entity will not be prohibited to the extent that such disclosure is required by applicable laws, provided the Receiving Party gives notice to the Disclosing Party (unless prohibited by law) and cooperates with Disclosing Party's efforts to prevent or limit any such disclosure.

(e) Upon written request, Receiving Party will destroy (and certify such destruction in writing to Disclosing Party) all Confidential Information, within forty-five (45) days.

9. Compliance with Laws. Each party agrees to comply with all laws, rules and regulations applicable to such party and its performance under this Agreement. Without limiting the foregoing, Customer agrees that the Technology Offerings and other technical data provided to Customer under this Agreement may be subject to the import/export control laws of the United States and other countries, and Customer will comply with any and all such applicable laws.

10. Sanctions Laws; Human Trafficking

(a) Customer shall comply with all applicable laws and regulations pertaining to trade and economic sanctions administered by the United States and any other jurisdiction applicable to this Agreement (collectively "Sanctions Laws").

(b) None of the Customer, its subsidiaries, or their respective directors, officers, employees, Authorized Users, or, to the Customer's knowledge, the Customer's or subsidiaries' agents is: (i) organized under the laws of, ordinarily resident in, or located in a country or territory that is the subject of comprehensive sanctions (which as of the date of this Agreement comprise Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, and Luhansk regions of Ukraine ("Restricted Regions")); (ii) 50% or more owned or controlled by the government of a Restricted Region; (iii) designated on a sanctioned parties list administered by the United States and any other applicable jurisdictions, including, without limitation, the U.S. Department of the Treasury's Office of Foreign Assets Control's ("OFAC") Specially Designated Nationals and Blocked Persons List, OFAC "non-SDN Lists", U.S. Department of Commerce Bureau of Industry and Security Entity List, or any other list identified in the U.S. Department of Commerce International Trade Administration Consolidated Screening List (collectively, "Designated Parties"); or (iv) 50% or more owned or, where relevant under applicable Sanctions Laws, controlled, individually or in the aggregate, by one or more Designated Party, to the extent that dealings with such persons are prohibited pursuant to applicable Sanctions Laws. (Collectively, (i), (ii), (iii), and (iv) are "Sanctioned Parties.)

(c) The Customer will not: (i) use DISCO's products or services for the benefit of any Sanctioned Party; (ii) provide any Sanctioned Party access to DISCO's products or services; (iii) upload, submit, transmit, or otherwise provide to DISCO or to any DISCO Offerings any files, documents, or Data in which any Sanctioned Party has an interest; (iv) transfer to DISCO any funds in which a Sanctioned Party has an interest; or (v) otherwise directly or indirectly transact with or cause DISCO to directly or indirectly transact with any Sanctioned Party under this Agreement, unless the Customer has obtained government authorization to engage in such activity and DISCO has authorized such activity in writing, citing this clause.

(d) The Customer maintains policies and procedures reasonably designed to promote compliance with applicable Sanctions Laws.

(e) Each party shall comply with all applicable United States or international anti-slavery and human trafficking laws in providing and using the Technology Offerings and/or Professional Services. Without limiting the generality of the foregoing, Customer shall not make the Technology Offerings or Professional Services available to any person or entity that: (i) uses any form of slave, forced, bonded, indentured, or involuntary prison labor; (ii) inadequately compensates its employees below the level of what is a living wage; or (iii) retains employees' government-issued identification, passports, or work permits as a condition of employment.

11. Limited Warranty; Remedies.

(a) DISCO warrants that, during the Offering Term, a Technology Offering will conform, in all material respects, to its specifications set forth in the then-current Documentation. DISCO further warrants that it has used commercially reasonable efforts to identify and remove any Malicious Code from the Technology Offerings; *provided*, that DISCO is not responsible and shall not be held liable for any Malicious Code that is a part of the Customer Data. The foregoing warranty will not apply (i) if Customer is in default or breach of any of its obligations under this Agreement; (ii) where Customer has failed to install/implement any patch, bug fix or other update provided by DISCO; or (iii) if caused, in whole or in part, by (Y) Customer's negligence, abuse, misapplication or misuse of the Technology Offerings (including Customer's failure to operate the Technology Offerings in accordance with the Documentation), or (Z) Customer's use or operation of the Technology Offerings in or with any technology (including any software, hardware, firmware, system or network) not

provided by DISCO. In the event of a breach of the foregoing warranty and if Customer provides notice to DISCO within thirty (30) days of DISCO delivering or making the Technology Offerings available to Customer, DISCO, at its sole expense, will use reasonable efforts to correct the non-conformance and, if DISCO is unable to correct such non-conformance after a reasonable time, then Customer may terminate the Offering Term with respect to such Technology Offerings upon notice to DISCO and be entitled to a refund of any pre-paid Fees for the applicable DISCO Offering attributable to the period following the effective date of termination (calculated on a pro-rated basis). THE PRECEDING SENTENCE SETS FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND DISCO'S SOLE AND EXCLUSIVE LIABILITY, FOR THE BREACH OF THE WARRANTY SET FORTH ABOVE IN THIS SECTION 11(a).

(b) DISCO warrants that it will perform all Professional Services in a professional and workmanlike manner. In the event of a breach of the foregoing warranty for which Customer provides notice to DISCO within thirty (30) days of the date of delivery of the Professional Services, DISCO, at its sole expense, will use reasonable efforts to correct the non-conformance and, if DISCO is unable to correct such non-conformance after a reasonable time, then Customer may terminate the Offering Term with respect to such Professional Service and be entitled to a refund of the portion of the Fees paid by Customer with respect to such non-conforming Professional Service. THE PRECEDING SENTENCE SETS FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND DISCO'S SOLE AND EXCLUSIVE LIABILITY, FOR THE BREACH OF THE WARRANTY SET FORTH ABOVE IN THIS SECTION 11(b).

12. Disclaimers.

(a) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN SECTION 11 ABOVE, DISCO (INCLUDING, FOR PURPOSES OF THIS SECTION, ITS LICENSORS) DOES NOT MAKE ANY, AND HEREBY EXPRESSLY DISCLAIMS ALL, WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE DISCO OFFERINGS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR ANY OTHER WARRANTIES THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING. WITHOUT LIMITING THE FOREGOING, DISCO DOES NOT MAKE ANY, AND HEREBY EXPRESSLY DISCLAIMS ALL, REPRESENTATIONS, WARRANTIES AND/OR GUARANTEES REGARDING WHETHER ACCESS TO, OR USE OR OPERATION OF, THE DISCO OFFERINGS WILL BE UNINTERRUPTED OR ERROR FREE.

(b) DISCO IS NOT ENGAGED IN THE PRACTICE OF LAW OR THE BUSINESS OF RENDERING LEGAL ADVICE, AND NEITHER DISCO NOR THE DISCO OFFERINGS SHOULD BE RELIED UPON AS SUCH. IF LEGAL ADVICE OR LEGAL SERVICES ARE REQUIRED BY CUSTOMER, CUSTOMER SHOULD SEEK THE ADVICE AND SERVICES OF A COMPETENT LICENSED ATTORNEY. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT AND WILL NOT RELY ON DISCO FOR LEGAL ADVICE AND WILL NOT AND HAS NOT ENGAGED DISCO OR ANY DISCO EMPLOYEE AS AN ATTORNEY.

13. Limitation of Liability.

(a) WAIVER OF INCIDENTAL AND CONSEQUENTIAL DAMAGES. SUBJECT TO SUBSECTION (c) AND SUBSECTION (e) BELOW, NEITHER PARTY (INCLUDING DISCO's LICENSORS) WILL BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF REVENUE OR PROFIT, LOSS OF DATA, OR LOSS OF TIME OR BUSINESS, ARISING OUT OF OR RELATING TO THIS AGREEMENT) WHETHER BASED IN CONTRACT OR IN TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, EVEN IF THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) GENERAL LIABILITY CAP. SUBJECT TO SUBSECTIONS (c) AND (d) BELOW, IN NO EVENT WILL THE TOTAL MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS, DAMAGES AND LIABILITIES (EXCLUDING CLAIMS ADDRESSED IN SECTION 13(c)) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE DISCO OFFERINGS, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR IN TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE TO DISCO BY CUSTOMER UNDER THE APPLICABLE ORDER DURING THE 12-MONTH PERIOD PRIOR TO THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM, DAMAGE OR LIABILITY, LESS THE AMOUNT OF ANY CLAIMS, DAMAGES OR

LIABILITIES PREVIOUSLY PAID BY OR ON BEHALF OF DISCO WITH RESPECT TO SUCH ORDER (SUCH AMOUNT, THE "GENERAL CAP").

(c) DATA PROTECTION CAP. NOTWITHSTANDING SECTION 13(b), BUT SUBJECT TO SECTION 13(d) BELOW, WITH RESPECT TO EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 8 OR ANY UNAUTHORIZED ACCESS, USE OR DISCLOSURE OF PERSONAL DATA RESULTING FROM EITHER PARTY'S BREACH OF ITS DATA PROTECTION OBLIGATIONS UNDER THIS AGREEMENT, THE MAXIMUM AGGREGATE LIABILITY OF THE BREACHING PARTY FOR ANY AND ALL CLAIMS, DAMAGES AND LIABILITIES ARISING OUT OF OR RELATING TO SUCH CLAIMS SHALL NOT EXCEED THE PRODUCT OF TWO (2) *MULTIPLIED* BY THE GENERAL CAP (THE "DATA PROTECTION CAP"). THE DATA PROTECTION CAP IS SEPARATE FROM THE GENERAL GAP. ACCORDINGLY, SUBJECT TO SECTIONS 13(a) AND 13(d), THE TOTAL MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE SUM OF THE GENERAL CAP PLUS THE DATA PROTECTION CAP.

(d) THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 13 APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LIMITS ON LIABILITY IN SECTIONS 13(b) AND 13(c) SHALL NOT APPLY TO: (i) A PARTY'S FRAUD, FRAUDULENT MISREPRESENTATION, OR WILFUL MISCONDUCT; (ii) NEGLIGENCE CAUSING DEATH OR PERSONAL INJURY, (iii) CUSTOMER'S BREACH OF SECTIONS 3 OR 4(a); OR (iv) ANY INDEMNIFICATION OBLIGATIONS. THE LIMITS OF LIABILITY OR WAIVERS IN SECTIONS 13(a), 13(b) AND 13(c) SHALL NOT APPLY TO THE CUSTOMER'S OBLIGATION TO PAY FEES. NOTHING IN THIS AGREEMENT LIMITS LIABILITY THAT CANNOT BE LIMITED UNDER APPLICABLE LAW. THE LIMITATIONS OF LIABILITY AND WAIVER IN SECTION 13(a) ARE EXCLUSIVE AND OPERATE INDEPENDENTLY OF ANY SOLE AND EXCLUSIVE REMEDY LANGUAGE HEREIN, AND SECTION 13(a) SHALL BE ENFORCEABLE WHETHER OR NOT ANY EXCLUSIVE REMEDY PROVIDED FOR ELSEWHERE IN THIS AGREEMENT FAILS ITS ESSENTIAL PURPOSE.

14. Indemnity.

(a) DISCO will indemnify and defend Customer from and against any third party claim that the Technology Offerings or the Documentation infringe, violate or misappropriate the United States Intellectual Property Rights of any other Person; *provided*, that such indemnification obligations will not extend to any such claim to the extent based on (i) any modification to the Technology Offerings or the Documentation made by or on behalf of Customer without DISCO's written approval, (ii) the combination of the Technology Offerings or the Documentation with any technology (including any software, hardware, firmware, system or network) not provided by DISCO, including those of Third-Party Providers, (iii) with respect to any Technology Offerings that are designed to run in Customer's environment, any non-conformance due to Customer's failure to permit the installation/implementation of any patch, bug fix or other update provided by DISCO, (iv) any Customer Data, or (v) Customer's use of the Technology Offerings or the Documentation in violation of the terms, conditions and restrictions set forth in this Agreement. If Customer's use of the Technology Offerings or the Documentation is, or, in DISCO's opinion, is likely to be, enjoined due to any such alleged infringement, then DISCO, at its sole option and expense, may, in addition to its indemnification obligations under this Section 14(a), do one or more of the following: (X) obtain for Customer the right to continue using the alleged infringing item as otherwise provided in this Agreement; (Y) replace or modify the alleged infringing item so that it is no longer infringing, and require Customer to implement such replaced or modified item; or (Z) terminate this Agreement upon notice to Customer and refund to Customer any pre-paid Fees for the Technology Offerings attributable to the period following the effective date of termination (calculated on a pro-rated basis). DISCO's obligations pursuant to this Section 14(a) states the entire obligation of DISCO and its suppliers, and the exclusive remedy of Customer, with respect to the infringement, violation or misappropriation of any Intellectual Property Rights.

(b) Customer will indemnify and defend DISCO from and against any third-party claim that arises out of or relates to (i) Customer's breach or violation of Section 2 ("Use of Technology Offerings, Professional Services"), Section 4(a) ("Customer Obligations"), or Section 10 ("Sanctions Laws; Human Trafficking"); (ii) any third-party claim excluded from DISCO's indemnification obligations pursuant to subsections (i) through (v) of Section 14(a) or (iii) any litigation matter in which Customer or Authorized Users are utilizing the Technology Offering).

(c) In the event of any such indemnifiable claims, the party seeking indemnification (the "Indemnified Party") will notify the party required to provide indemnification (the "Indemnifying Party") of any matter with respect to which the Indemnified Party may seek indemnification from the Indemnifying Party under this Section promptly after the Indemnified Party becomes aware of such matter; *provided, however,* that any failure to give prompt notice of any such matter will not relieve the Indemnifying Party from any of its liabilities or obligations hereunder with respect to such matter unless (and then only to the extent that) such failure adversely affects the ability of the Indemnifying Party to defend any claim arising out of such matter. The Indemnifying Party will assume the defense and have sole control over the defense and settlement of any claim subject to indemnification hereunder, and will, subject to the limitations of liability contained herein, pay any amounts awarded in judgment or agreed in settlement against the Indemnified Party with respect to such claim, provided that (i) the Indemnified Party will have the right to participate in the defense with counsel of its own choice and (ii) the Indemnifying Party may not settle any such claim that would bind the Indemnified Party to any obligation (other than payment covered by the Indemnifying Party or ceasing to use infringing materials) or require any admission of fault by the Indemnified Party, or adversely affect the Indemnified Party's reputation or goodwill, without the Indemnified Party's prior written consent, such consent not to be unreasonably withheld or delayed. The fees and expenses of any counsel retained by the Indemnified Party will be at the expense of the Indemnified Party unless the Indemnifying Party has not employed counsel to defend the Indemnified Party within a reasonable time after the Indemnified Party requests the same or fails to continue to do so until the matter is resolved, in which case, the reasonable fees and expenses of such separate counsel (and other costs of litigation) will be paid by the Indemnifying Party. The Indemnifying Party will keep the Indemnified Party reasonably informed as to the status of the Indemnifying Party's efforts and consult with the Indemnified Party concerning same.

15. Miscellaneous.

(a) Choice of Law; Venue. The law of the State of Texas will govern any dispute, whether the dispute is in contract, tort or otherwise, related to this Agreement or Customer's use of the DISCO Offerings, without giving effect to any conflict of laws principles, whether in the State of Texas or any other jurisdiction.

(b) Dispute Resolution; Arbitration. Subject to the provisions of Section 15(c) below, the parties agree that any dispute between the parties arising out of or relating to this Agreement shall be resolved by binding arbitration administered by the American Arbitration Association in Travis County, Texas in accordance with its commercial arbitration rules then in effect, and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Except as may be required by law or as necessary to enforce the award in a court of law, neither party nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, except that a party may disclose such information to its attorneys or auditors who are subject to confidentiality and ethical obligations. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witnesses. In such event, the other party shall be required to present evidence and legal argument as the arbitrator may require for the making of an award.

(c) Equitable Remedies. Customer agrees that, in addition to any other remedies to which DISCO may be entitled, in the event of a breach of Section 2, 4, or 8 of this Agreement by Customer, DISCO will be entitled to seek equitable relief (including injunctive relief) with respect to any such breach in any court of competent jurisdiction (notwithstanding any exclusive venue or arbitration provisions of this Agreement) without the requirement of posting bond.

(d) Free Trials. DISCO may make available for trial by Customer and at no additional charge, any DISCO service or functionality designated as "beta," "trial," "pilot," "free trial," "evaluation," or by similar designation (a "Free Trial Service"). If Customer uses a Free Trial Service, DISCO will make such Free Trial Service available to Customer on a trial basis, until the earlier of (a) the end of the free trial period for which Customer agreed to use such Free Trial Service, (b) the start date of any Technology Offerings subscription purchased by Customer of which such Free Trial Service is a part, or (c) termination of the Free Trial Service by DISCO in its sole discretion. The Free Trial Service will at all times be subject to Section 3 of this Agreement and notwithstanding anything to the contrary in this Agreement, a Free Trial Service is provided "AS IS." NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, DISCO SHALL HAVE NO LIABILITY OF ANY TYPE WITH RESPECT TO A FREE TRIAL SERVICE, UNLESS SUCH EXCLUSION OF LIABILITY IS

NOT ENFORCEABLE UNDER APPLICABLE LAW, IN WHICH CASE DISCO'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO A FREE TRIAL SERVICE IS LIMITED TO A MAXIMUM OF USD \$1,000. CUSTOMER SHALL NOT USE THE FREE TRIAL SERVICE IN A MANNER THAT VIOLATES APPLICABLE LAWS AND WILL BE FULLY LIABLE FOR ANY DAMAGES CAUSED BY ITS USE OF A FREE TRIAL SERVICE. ANY DATA OR INFORMATION ENTERED INTO THE FREE TRIAL SERVICE BY CUSTOMER MAY BE PERMANENTLY LOST UPON TERMINATION OF THE FREE TRIAL SERVICE. Customer agrees that it will not make any public statements or otherwise disclose its participation in the Free Trial Service without DISCO's prior written consent.

(e) Severability. If a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

(f) Notices. Unless otherwise expressly provided in this Agreement, any notice required or permitted under this Agreement will be in writing, and will be delivered (a) personally by hand, (b) for notices where the sender and recipient are both in the U.S. by certified mail, postage prepaid, with return receipt requested, (c) by email, or (d) by internationally recognized express delivery service (e.g., UPS or FedEx), to the parties as follows: if to Customer, at the address(es) indicated in the Order; and if to DISCO, at 111 Congress Avenue, Suite 900, Austin, TX 78701, Attn: General Counsel; notices@csdisco.com. Notice given will be deemed effective on the date delivered, if by hand, three (3) days following deposit in the U.S. Mail properly addressed, if by mail, or on the date of delivery, if by email or internationally recognized express delivery service. Either party may change the person(s) and/or address(es) designated for notice effective ten (10) days following delivery of notice of such change(s).

(g) Marketing Materials. Customer hereby consents to DISCO's inclusion of Customer's name and logo on DISCO's website and in other DISCO marketing materials (whether in hard copy or electronic form) in order to factually identify Customer as a current customer.

(h) Assignment. Neither party may assign or transfer this Agreement without the other's prior written consent, except that a party may assign the Agreement in connection with a sale of its business (whether directly or indirectly and whether by way of merger, exchange, consolidation or combination, or sale of fifty percent (50%) or more of its capital stock or similar ownership interests, or sale of all or substantially all of its assets) (a "Change of Control"). If (i) any Customer undergoes a Change of Control or acquires another entity or (ii) a law firm Customer acquires or loses an attorney practice group resulting in a material change in the number of practicing attorneys within the Customer firm, the quantity or scope of data, or the nature of Customer's matters, then, in either such case, DISCO may, at its election, modify Customer's pricing as set forth in the applicable Order. Subject to the foregoing, this Agreement will be binding on the parties and their respective successors and assigns.

(i) U.S. Government Restricted Rights. If Customer is a U.S. government entity or a contractor to any U.S. government entity, or the Agreement otherwise becomes subject to the Federal Acquisition Regulations (FAR) or the Defense Federal Acquisition Regulation Supplement (DFARS), Customer acknowledges that the Technology Offerings constitute "commercial computer software," and the Documentation constitutes "commercial computer software documentation," as such terms are used in FAR Section 12.212 and DFARS Section 227.7202 (or successor regulations). Any and all use, modification, reproduction, release, performance, display, or disclosure of the Technology Offerings and Documentation is governed solely by the terms, conditions and restrictions set forth in this Agreement.

(j) Interpretation. Each instance in this Agreement of the words "include," "includes," and "including" will be deemed to be followed by the words "without limitation." As used in this Agreement, the term "days" means calendar days, not business days, unless otherwise specified. All headings or section divisions contained in this Agreement are for reference purposes only and will not be construed to affect the meaning or interpretation of this Agreement. There are no intended third-party beneficiaries of this Agreement.

(k) Independent Contractors. The relationship between the parties is that of independent contractors. Nothing in this Agreement will 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 will have the authority to contract for or bind the other party in any manner whatsoever.

(l) **Force Majeure**. DISCO will not be liable for any failure or delay in performance resulting from any event beyond its reasonable control, including but not limited to due to fire, flood, action or decree of civil or military authority, insurrection, act of war, vandalism, terrorism, first contact with extraterrestrial life, hackers, denial of service attacks, epidemic or pandemic, labor disputes or shortages, material shortages, power outages, failure of internet connections, failure of suppliers, or embargo.

(m) **Waiver; Amendments**. No waiver of any provision of this Agreement will be effective unless made in writing and signed by the party to be charged with such waiver. From time to time, DISCO may modify this Agreement by providing notice to Customer. Such notice may be provided in writing, electronically (including through e-mail or through the applicable Technology Offering), or by DISCO posting an updated version of this Agreement to its website. Unless otherwise specified by DISCO, changes become effective on the first day of the calendar month following the date of such notice or such later date identified in such notice; *provided*, that with respect to Technology Offerings provided on a Subscription Model under an Order placed prior to the date of such notice, the modified version of this Agreement will not become effective as to such Technology Offerings until the first day of the next Renewal Subscription Period that follows the effective date of the modification. Continued use of any DISCO Offerings after a modified version of this Agreement goes into effect will constitute Customer's acceptance of such modified version. Any Order may be amended, supplemented or otherwise modified as agreed to in writing (including electronically) by Customer and DISCO, including through terms accepted by Customer within the Technology Offerings (any of the foregoing, an "Order Amendment"). Each Order Amendment shall, unless specifically designated as applying to multiple Orders, apply only to the specific Order referenced in such Order Amendment. For clarity, nothing in this Section 15(m) shall restrict DISCO from modifying (i) the Fees for Subscription Model Technology Offerings set forth in an Order for Subscription Model Technology Offerings in the manner contemplated in Section 6(b) or (ii) the Transactional Model Pricing set forth in an Order for Transactional Model usage in the manner contemplated in Section 6(c).

(n) **Entire Agreement**. These Terms and Conditions supersede all prior Terms and Conditions between the parties, and together with any Orders, constitute the entire agreement between the parties. Customer purchase orders or other customer documents (excluding Orders) are not part of this Agreement. In case of conflict, these Terms and Conditions prevail over an Order, unless the Order specifically alters a section of these Terms and Conditions, and such alteration only applies to that specific Order. Each Order applies only to the Technology Offerings and/or Professional Services subject to that Order. If Customer is based in the UK, the parties do not intend any third party to have the right to enforce any provision of the Agreement under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

16. Definitions

"AI Output" means any output generated through or relating to Customer's use of the AI Services.

"AI Services" means artificial intelligence technologies or functionalities that are part of the DISCO Offerings, including without limitation those DISCO Offerings branded as "Cecilia" and "Auto Review".

"Customer" means (i) in the case of an individual placing an Order or using the DISCO Offerings on his or her own behalf, such individual, or (ii) in the case of an individual placing an Order or using the DISCO Offerings on behalf of a company or other legal entity, the company or other legal entity for which such individual is placing such Order or using the DISCO Offerings.

"Customer Data" means any and all Data that is uploaded, submitted, transmitted or otherwise provided by Customer or an Authorized User (i) to the Technology Offerings or (ii) to DISCO (e.g., Data stored on a hard drive) for provision of Professional Services or to transfer such Data to the Technology Offerings.

"Data" means text, images, displays, photos, reports, graphs, content, information and other data.

"DISCO" means CS Disco, Inc., a Delaware corporation.

"DISCO Offerings" means the Technology Offerings and/or the Professional Services, as applicable.

“Documentation” means any user guides, training materials, and other technical documentation published by DISCO describing the features, functionality, use and operation of the Technology Offerings that DISCO makes generally available to its users of the Technology Offerings.

“Intellectual Property Rights” means any and all patent rights, copyrights, trademark rights, trade secret rights, sui generis database rights, and other proprietary or intellectual property rights, whether now existing or hereafter arising, under the laws of any jurisdiction.

“Offering Term” means the period for which any DISCO Offering is provided.

“Order” means an order or statement of work either (i) agreed to in writing (including electronically) by Customer and DISCO or (ii) completed and submitted by Customer online at the DISCO site or through the Technology Offerings, including, in each case any and all schedules or other supplementary terms set forth therein or incorporated by reference therein.

“Person” means any individual, partnership, corporation, limited liability company, trust, joint stock company, government (including any department or agency thereof) or any other form of association or entity.

“Professional Services” means any professional services (other than the Technology Offerings) identified in an Order to be provided by DISCO, including Standard Support and managed review services as and if provided from time to time pursuant to an Order.

“Standard Support” means the technical support services described at support.csdisco.com/hc/en-us or cbsupport.csdisco.com/hc/en-us, as applicable.

“Subscription Model” means provision of access to, and use of, the Technology Offerings for a fixed, initial period as set forth in the applicable Order.

“Technology Offerings” means the DISCO-provided technology offering(s) identified in an Order or otherwise purchased by, or made available to, Customer (as the same may be updated from time to time) but excluding any Free Trial Service.

“Transactional Model” means provision of access to, and use of, the Technology Offerings not on a Subscription Model.