

## Terms and Conditions

### 1. Applicability and Precedence.

- (a) These Terms and Conditions, along with any fully-executed Order Form(s) entered into between DISCO and the Customer, comprise the agreement ("Agreement") between the parties, as of the date both parties execute an Order Form ("Effective Date"). These Terms and Conditions may be amended from time to time, but the Agreement with Customer shall constitute the Terms and Conditions in effect as of the date of execution of any applicable Order Form. Except as stated in Section 1(b), to the extent there is any conflict or inconsistency between (i) these Terms and Conditions and (ii) any of the Order Forms, the provisions of these Terms and Conditions (excluding the Order Forms) shall take precedence.
- (b) Nothing in any Order Form will alter the Terms and Conditions unless it specifically references the particular Section being altered (including Section number) which the parties wish to vary. Where a specific Section is referenced and varied in an Order Form, that change only applies to that Order Form and it does not otherwise vary the Terms and Conditions in respect of any other Order Form then in force or any future Order Form which may be entered into by the parties.

### 2. Software.

- (a) **Features.** DISCO will give Customer access to the software stated in the Order Form(s) ("Software") entered into between DISCO and Customer. The features and user interface of the Software are described at [www.csdisco.com](http://www.csdisco.com) and may be changed or updated by DISCO during the term of this Agreement.
- (b) **Users.** Customer may designate users of the Software. Users must be employees or independent 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 users of the Software, but only for use in their representation of Customer. If Customer is a law firm, Customer may designate employees of Customer's clients as users of the Software, but only for use in connection with the law firm's representation of Customer. Customer is responsible for users' compliance with this Agreement.
- (c) **Intellectual Property.** Customer acknowledges DISCO owns all rights, title, and interest (or is an authorized licensee) in (i) all intellectual-property rights

related to or embodied in the Software; (ii) all DISCO-supplied operating, support, technical documentation ("Documentation"); and (iii) DISCO's marks, logos, and product names; (collectively, the "DISCO IP"). This Agreement does not convey to Customer any express or implied intellectual-property rights in the DISCO IP, and Customer disclaims any such right, title, or interest in the DISCO IP, other than the limited, nontransferable, nonexclusive, revocable, and temporary license to use the Software and Documentation, as provided under the terms of this Agreement. DISCO IP includes without limitation all intellectual property rights in any copy, translation, modification, adaptation, or derivation of the Software or Documentation including any future improvements or developments in the Software or Documentation. DISCO will receive a royalty-free, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to use or incorporate into the Software or Documentation any suggestions, enhancement requests, recommendations, or other feedback provided by Customer or any authorized users granted access to the Software or Documentation. Customer shall promptly notify DISCO if Customer becomes aware of any possible third-party infringement of DISCO IP and will fully cooperate with DISCO, at DISCO's expense (provided that Customer's action did not contribute to the infringement) in any legal action taken by DISCO against third parties to enforce the DISCO IP. Customer shall use commercially reasonable efforts to safeguard the Software and Documentation (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access.

- (d) **Limitations on Use.** Customer may not and may not permit others to (i) reverse engineer or in any way derive source code from the Software; (ii) modify or otherwise create derivative works from the Software; (iii) resell access to the Software (except that, if Customer is a lawyer or law firm, it may charge clients); or (iv) use the Software to help anyone compete with DISCO.
- (e) **Usage Data.** DISCO may use data gathered from Customer's use of the Software solely for the purposes of providing or improving the Software and Services, subject to the confidentiality provisions of this Agreement. DISCO may list Customer in its advertising and marketing materials.

### 3. Confidentiality.

- (a) For purposes of this Agreement, "Confidential Information" includes without limitation data, and technical,

administrative, training, or business information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally or in writing, including information about the party's and its clients, customers, properties, employees, finances, businesses and operations. Additionally, Confidential Information shall include all notes, analyses, compilations, studies, interpretations or other documents prepared by the Receiving Party or any of its Representatives, as defined herein, which contain, reflect or are based upon, in whole or in part, the information furnished to the Receiving Party or any of its Representatives by the Disclosing Party or any of its Representatives. Confidential Information will not include information that: (i) is now or thereafter becomes generally known or available to the public, through no act or omission on the part of the Receiving Party or its Representatives; (ii) was known by the Receiving Party or any of its Representatives prior to receiving such information from the Disclosing Party and without restriction as to use or disclosure; (iii) is rightfully acquired by the Receiving Party or any of its Representatives from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (iv) is independently developed by the Receiving Party without use of or reference to any Confidential Information of the Disclosing Party.

- (b) Each party agrees: (i) to maintain the other party's Confidential Information in strict confidence using the same care it uses to protect its own Confidential Information but in no case less than reasonable care under the circumstances; (ii) not to disclose such Confidential Information to any third parties, except its Representatives; and (iii) not to use any such Confidential Information for any purpose except for exercising its rights, duties, and obligations under this Agreement. Each party may disclose the Confidential Information of the other party to its officers, directors, employees, shareholders, partners, members, affiliates, accountants, attorneys, financial advisors, consultants, other agents or representatives and financing sources (such persons collectively referred to as "Representatives", provided however that no person shall be considered a Representative unless and until it receives Confidential Information from or on behalf of the Receiving Party) who have a need to know such Confidential Information, but solely to the extent necessary for the Receiving Party to exercise its rights, duties, and obligations under this Agreement and for no other purpose; provided that each Representative shall be informed of the confidential nature of the Confidential Information and the terms of this Agreement and agree to be bound by the terms of this Agreement. Each party agrees that it will be responsible for any breach of this Agreement by any of its Representatives. The provisions of this Section will not restrict a party from disclosing the other party's Confidential Information to the extent required by any law or regulation; provided that the party required to make such a disclosure uses reasonable

efforts (at the Disclosing Party's expense) to give the other party reasonable advance notice of such required disclosure (to the extent allowed by law) in order to enable the other party to prevent or limit such disclosure, and shall disclose only that portion of the Confidential Information which, based on the reasonable advice of counsel, is legally required to be disclosed and will otherwise exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.

- (c) The terms of the data processing addendum, accessible at [www.csdisco.com/dpa](http://www.csdisco.com/dpa), and the privacy policies, accessible at [www.csdisco.com/privacy-policy](http://www.csdisco.com/privacy-policy) at the Effective Date are incorporated into this Agreement by reference.

#### 4. Support and Services.

- (a) **DISCO Support and Services.** DISCO will give Customer support and services as stated in the Order Form(s) ("Services") entered into between DISCO and Customer. Each party consents to the recording of telephone conversations involving DISCO customer support personnel in connection with this Agreement. Each party also agrees to obtain any necessary consent of, and give any necessary notice of such recordings to, its relevant personnel.
- (b) **Services Provided by Third Parties.** Customer may elect to purchase services from DISCO channel partners or from third-party service companies who are not DISCO channel partners. DISCO is not responsible for the delivery, quality, or timeliness of services not delivered by DISCO.

#### 5. Pricing and Payment.

- (a) **Price.** Customer will pay DISCO the amounts stated in an Order Form at the times stated therein, plus interest at 1.5% per month on past due amounts, provided, however, that Customer shall not be required to pay interest at more than the maximum rate allowed by law. DISCO may suspend all performance if any invoice is not paid in full when due. Following suspension, (i) Customer will not have access to its data or the ability to archive or download its data until past-due amounts are paid in full; (ii) DISCO will consider Customer's data as abandoned and may dispose of part or all of the data after suspension; and (iii) charges will continue to accrue while DISCO holds Customer's data and Customer's obligation to pay those charges will survive suspension. For the avoidance of doubt, all pricing information set forth in this Agreement shall constitute DISCO Confidential Information.
- (b) **Taxes.** All fees 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, for the avoidance of doubt, 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 the fees 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. Customer will provide such information to DISCO as may be reasonably required to determine whether DISCO is obligated to collect any Taxes from Customer. Unless otherwise agreed to by the parties, products and services provided by DISCO to Customer under this Agreement are provided and sourced to Customer at the billing address identified on the applicable Order Form. Customer will make payment of all fees 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, Customer may deduct such amount from the fees owed to DISCO and pay such deducted amount to the relevant taxing authority; provided, that Customer reasonably cooperates with DISCO to minimize or eliminate the amount of any such withholding or deduction, and promptly provides to DISCO official receipts evidencing payment of such amounts to each relevant taxing authority and other documents reasonably requested to enable DISCO to claim a foreign tax credit or refund.

- (c) **Price Changes.** DISCO may increase prices 7 percent per year or per renewal term. Where an Order Form contains a price list, DISCO may change prices by sending written notice to Customer, provided, however, that such price changes shall not apply to charges already incurred at the time of the price change.

## 6. Warranties and Limitation of Liability.

- (a) Each party represents and warrants to the other party that: (i) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (ii) it has the right, power and authority to enter the Agreement and to grant the rights and licenses granted hereunder and to perform all of its obligations hereunder; (iii) the execution of any other agreement incorporating this Agreement by its representative whose signature is set forth therein has been duly authorized by all necessary corporate or organizational action of the party; (iv) when any agreement incorporating this Agreement is executed and delivered by both parties, this Agreement will constitute the legal, valid and binding obligation of such

party unless otherwise altered by the terms of a subsequent agreement, enforceable against such party in accordance with its terms; and (v) it will abide by all applicable federal, state and local laws and regulations with respect to its rights, duties, and obligations as a party in connection with the Agreement.

- (b) **EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, DISCO MAKES NO WARRANTIES AND HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SHALL HAVE NO OBLIGATION TO INDEMNIFY OR DEFEND CUSTOMER IN CONNECTION WITH ANY CLAIMS RELATED TO THIS AGREEMENT OR CUSTOMER'S USE OF THE SOFTWARE.**
- (c) **OTHER THAN AS PROHIBITED BY LAW OR AS OTHERWISE PROVIDED IN THIS AGREEMENT, DISCO'S LIABILITY RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO DISCO UNDER THIS AGREEMENT DURING THE SINGLE ONE-YEAR PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY. NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES.**

## 7. Indemnification.

- (a) **DISCO Indemnity.** DISCO will have the obligation and right at its expense to defend any claim, suit or proceeding brought against Customer, its affiliates or their officers, directors, employees or agents so far as it is based on a third-party claim that the Software or Documentation supplied by DISCO infringe a United States copyright, trademark or trade secret issued as of the Effective Date, provided that DISCO will have no indemnity obligation or other liability hereunder arising from: (i) Customer's negligence, breach of the Agreement, or alteration of the Software or Documentation as provided by DISCO; (ii) Software or Documentation that are based upon information, design, specifications, directions, instruction, software, data, or material not furnished by DISCO; or (iii) combination of the Software or Documentation with any materials, products or services not provided by DISCO. If such a claim is or is likely to be made, DISCO will, at its own expense and sole discretion, exercise one or the following remedies: (iv) obtain for Customer the right to continue to use the Software or Documentation consistent with this Agreement; (v) modify the Software or Documentation so they are non-infringing and in compliance with this Agreement; (vi) terminate this Agreement with respect to the applicable Software or Documentation without liability for such termination other than the ongoing indemnity obligation hereunder. The foregoing states the

entire obligation of DISCO and its suppliers, and the exclusive remedy of Customer, with respect to infringement of proprietary rights.

- (b) **Indemnification Procedure.** The party claiming indemnification shall: (i) promptly notify the indemnifying party of any claim in respect of which the indemnity may apply; (ii) relinquish control of the defense of the claim to the indemnifying party; and (iii) provide the indemnifying party with all assistance reasonably requested in defense of the claim. The indemnifying party shall be entitled to settle any claim without the written consent of the indemnified party so long as such settlement only involves the payment of money by the indemnifying party and in no way affects any rights of the indemnified party.

## 8. Term and Termination.

- (a) **For Convenience.** Unless a specific term is stated in the applicable Order Form, either party may terminate this Agreement at any time by giving 30 days' written notice of termination to the other party.
- (b) **Subscription Renewal.** If a specific subscription term is stated in the applicable Order Form, the subscription will automatically renew for successive renewal terms of equal duration to the original subscription term unless either party gives written notice of termination to the other party not later than 60 days before the end of the then-active subscription term.
- (c) **For Cause.** In the event of a material breach by one party, the other party may immediately terminate this Agreement at any time during the existing term if, after 30 days following notice of a breach, the breaching party has not cured the breach. Either party may immediately terminate this Agreement upon written notice to the other party in the event (i) the other party files a petition for bankruptcy or is adjudicated to be bankrupt; (ii) a petition in bankruptcy is filed against the other party and the petition is not dismissed within 60 calendar days; (iii) the other party becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement for its creditors pursuant to any bankruptcy or other similar law; (iv) the other party discontinues its business; or (v) a receiver is appointed for the other party or its business.
- (d) **Procedure at Termination.** In the event of termination, and provided no unpaid invoices remain outstanding, Customer shall have the right to use export facilities in DISCO Software to export Customer data up to the effective date of the termination. After that date, DISCO shall have the right to delete any remaining Customer data and work product. Termination will not relieve Customer of its payment obligations incurred under this Agreement prior to termination, and any amounts

already paid by Customer shall not be refunded upon termination.

- (e) **Survival.** The following clauses in these Terms and Conditions shall survive termination of this Agreement: Sections 2(c)-(e), 4(b), 5-7, 8(e), and 9.

## 9. Miscellaneous.

- (a) **Assignment.** Neither party may assign or transfer this Agreement or any of its rights or delegate any of its obligations hereunder whether by operation of law or otherwise to any other party without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that a party may assign this Agreement without such consent to a successor in interest by way of merger, acquisition, or sale of all or substantially all of that party's assets. The terms of this Agreement shall be binding upon assignees.
- (b) **Anti-Slavery and Export Compliance.** Each party shall comply with the all applicable United States or international anti-slavery and human trafficking laws, and export laws and regulations in providing and using the Software and Services. Without limiting the generality of the foregoing, Customer shall not make the Software or 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; (iii) retains employees' government-issued identification, passports, or work permits as a condition of employment; (iv) is located in a country that is subject to a U.S. government embargo; (v) is listed on any U.S. government list of prohibited or restricted parties; or (vi) is engaged in activities directly or indirectly related to the proliferation of weapons of mass destruction.
- (c) **Choice of Law.** The law of the State of Texas, ignoring its law of conflicts or choice of law, will govern any dispute, whether the dispute sounds in contract, tort, or otherwise, related to this Agreement or Customer's use of the Software or Documentation.
- (d) **Counterparts/Electronic Signature and Storage.** This Agreement shall be effective as of the Effective Date, and may be executed electronically and in counterparts, each of which will be deemed an original, but all of which taken together will constitute one single agreement between the parties. This signed Agreement or counterparts may be exchanged electronically or stored electronically as a photocopy (such as in .pdf format). The parties agree that electronically exchanged or stored copies will be enforceable as original documents and consent to the use of electronic and/or digital signatures for the execution of this Agreement and further agree the use of electronic and/or digital signatures will be

binding, enforceable and admissible into evidence in any dispute regarding this Agreement.

- (e) **Disputes.** Any controversy, claim, or dispute arising out of or relating to this Agreement, or the alleged breach thereof (“Dispute”), shall first be submitted to the executive management of Customer and DISCO for attempted resolution of the Dispute. Executive management shall discuss the problem and negotiate in good faith in an effort to resolve the Dispute without necessity of any formal proceeding relating thereto. If executive management, within fifteen (15) days of their first communication has not resolved the Dispute, the parties shall immediately thereafter submit the Dispute to mediation, with the fees of the mediator to be divided equally between the parties. If the mediator is unable to resolve the Dispute within a reasonable time, as determined by the mediator (and not to exceed thirty (30) days after the parties meet for mediation), the mediator shall issue a written statement to the parties to that effect. **The complaining party may then pursue binding arbitration and the parties shall immediately thereafter submit the dispute to binding arbitration administered by the American Arbitration Association in Travis County, Texas in accordance with its commercial arbitration rules (“Rules”) then in effect, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be an attorney licensed in Texas with experience in legal issues related to commercial software-as-a-service. The award shall be made within nine months of the filing of the notice of intention to arbitrate (demand), and the arbitrator shall agree to comply with this schedule before accepting appointment. This time limit may be extended by the arbitrator for good cause shown, or by mutual agreement of the parties. Any award in an arbitration initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount. The arbitrator will have the authority to allocate the costs of the arbitration process among the parties, including attorneys’ fees. 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.**

- (f) **Entire Agreement Between Independent Parties.** This is the entire agreement between the parties and supersedes all prior agreements and representations related to the subject matter of this Agreement. No amendment will take effect unless it is in writing and signed by each party. Neither party has relied on any representation or promise not expressed in this Agreement in deciding to enter into this Agreement. Neither Customer nor DISCO is a legal representative or agent of the other, or is legally a partner of the other. DISCO staff performing the Services will at all times remain independent contractors with respect to Customer, and under the direction and control of DISCO. DISCO will be responsible for all payroll taxes, unemployment insurance payments and other obligations of employers with respect to DISCO employees performing the Services.
- (g) **Equitable Relief.** Notwithstanding anything in this Agreement to the contrary, each party acknowledges that a breach or threatened breach of this Agreement by the other party or its Representatives may cause irreparable harm to the non-breaching party for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by a party or its Representatives, the non-breaching party shall be entitled a temporary restraining order, injunction, specific performance and any other equitable relief available from a court of competent jurisdiction in Travis County, Texas, and the parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim. The existence of any claim or cause of action of the breaching party against the non-breaching party, whether predicated on this Agreement or otherwise, shall not preclude the non-breaching party’s right to equitable relief. **Notwithstanding the above, each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement, the transactions contemplated herein, or the validity, protection, interpretation or enforcement thereof.**
- (h) **Force Majeure.** DISCO shall not be liable or responsible to Customer, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond DISCO’s reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, plague, pandemic, locusts, tropical storm or hurricane, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in

effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; and (h) shortage of adequate power or transportation facilities.

- (i) **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- (j) **Notice.** Notices required under this Agreement must be provided, if to DISCO, by mail or email to the address listed below, and, if to Customer, to an address stated on an Order Form. Notices sent by email qualify as written notices under this Agreement. Either party may change its address under this Section by providing written notice of the change to the other party.

to DISCO: CS Disco, Inc.  
3700 N. Capital of Texas Hwy.  
Suite 150  
Austin, Texas 78746  
[notices@cdisco.com](mailto:notices@cdisco.com)

- (k) **No Practice of Law.** DISCO is not a law firm and does not provide legal advice or engage in the practice of law. Customer acknowledges that it is not relying on DISCO for legal advice and has not engaged DISCO or any DISCO employee as an attorney.
- (l) **No Third-Party Beneficiaries.** This Agreement is for the benefit of, and is enforceable only by, Customer and DISCO. There are no third-party beneficiaries who may enforce this Agreement.
- (m) **No Waiver.** The failure of either party to insist upon performance by the other of any provision of this Agreement, or to exercise any right or remedy under this Agreement, is not a waiver of that party's right to rely upon any provision of this Agreement or any right or remedy available to that party in that or any other instance.
- (n) **Severability.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement.

*Effective March 23, 2020*