

These Terms govern your use of the Services (as defined below). By installing or using the Services, you accept the terms of this Agreement, which is binding and enforceable. If you do not agree to these terms, do not install or use the Services. If you are using the Services as an employee or other authorised representative of a company or other entity, you represent that you have the authority to enter into this Agreement and to bind such company and licensee. This User Licence Agreement—General Terms and Conditions (the “Agreement”), together with any schedules or terms incorporated by reference (the “Terms”), is entered into between WiseLaw or its applicable affiliates (“WiseLaw”, “we”, and “us”) and the individual or entity accessing or using the Services (“you” and “your”), and governs your use of the Services.

1. DEFINITIONS

- 1.1 **“Affiliate”** in respect of us, means WiseLaw Digital Technology Limited (“WiseLaw”) and any entity that, from time to time, is directly or indirectly controlled by, or under common control with, WiseLaw. In respect of you, “Affiliate” means any entity that, from time to time, directly or indirectly controls you, is controlled by you, or is under common control with you. **“Control”** means the power to direct or cause the direction of the management or policies of an entity, whether through ownership of voting securities, by contract, or otherwise.
- 1.2 **“Agreement”** means this User Licence Agreement – General Terms and Conditions, the Order Document, and any other applicable incorporated documents.
- 1.3 **“Fees”** means the Charges and any applicable Related Fees.
- 1.4 **“Compute Services”** means access to artificial intelligence model compute resources (including tokens or equivalent compute units) provided by WiseLaw or independently procured by you from a Third-Party AI Provider, as set out in the relevant Order Document.
- 1.5 **“Confidential Information”** means information of a commercial, financial, or technical nature, in any form (oral or written), disclosed by one party in the course of the Agreement, which the receiving party should reasonably know to be confidential.
- 1.6 **“Documentation”** means the manuals, guides, user instructions, documents, and materials regarding the features, operation, and use of our Services, made available through the products or provided by us.
- 1.7 **“Charges”** means any fees charged by WiseLaw for the provision of the Services, as set out or referred to in the relevant Order Document or the relevant schedule.
- 1.8 **“Hardware”** or **“Hardware Equipment”** means the hardware equipment (if any) provided by WiseLaw for your use as specified in the applicable Order Document.
- 1.9 **“Hardware Supplier”** means the hardware manufacturer or supplier specified in the relevant Order Document.

- 1.10 **“Order Document”** means any document issued by the relevant WiseLaw entity setting out the Services to be provided, including but not limited to an order, order confirmation, statement of work, invoice, or registration confirmation. Any such Order Document shall be incorporated into and form part of the Terms.
- 1.11 **“Property”** means our property, including but not limited to our products, Services, information, Documentation, data (whether tangible or intangible), and Usage Information.
- 1.12 **“Related Fees”** means amounts specified as Related Fees in the applicable Order Document or relevant schedule, or specified in the Agreement as additional fees beyond the Charges, which may include: (a) installation, relocation, and removal fees; (b) fees for certain support items; (c) fees for communication networks and facilities used to deliver the Services; (d) fees for information, materials, and other services provided by certain third-party providers (such as stock exchanges or other information providers); and (e) fees for compute resources, tokens, or equivalent artificial intelligence model usage provided by Third-Party AI Providers and made available to you.
- 1.13 **“Services”** means our products or services, the Specialised Services, and any products we provide under the Agreement, including web-based software and/or software installed on devices, as set out in the applicable Order Document.
- 1.14 **“Specialised Services”** means the implementation, customisation, training, consulting, or other professional services we provide, as may be described in the applicable Order Document.
- 1.15 **“Training Services”** means the training, onboarding, coaching, or consulting sessions provided in connection with the Services, including but not limited to online training courses, one-to-one coaching sessions, and any enterprise-level customised training programmes.
- 1.16 **“Third-Party AI Provider”** means any third-party artificial intelligence model or compute infrastructure provider in connection with the Services (if any) as may be specified in the Order Document.
- 1.17 **“Usage Information”** means any information, data, or other content (including statistical compilations and performance information) relating to or derived from your access to and use of our Property.
- 1.18 **“Your Data”** means, other than Usage Information, any information, data, and other content in any form or medium that is submitted, posted, or otherwise transmitted by you or on your behalf through the Services. For the avoidance of doubt, data that resides solely on your local devices and is not transmitted to or processed by WiseLaw’s systems does not constitute Your Data under this Agreement.
- 1.19 **“Your Personal Data”** means personally identifiable information provided to WiseLaw for the purpose of providing the Services.

2. TERM AND FEES

- 2.1 **Term.** The Agreement takes effect on the effective date set out in the Order Document or the date on which you first use the Services, and remains in force for the service term set out in the Order Document. The term of the Services and

any renewal terms are described in the applicable Order Document. Unless otherwise stated in the applicable Order Document, the Agreement will automatically renew on an annual basis, unless (i) either party gives the other written notice at least 30 days before the end of the then-current term; (ii) the Agreement is terminated under Section 10 (subject to any required notice and cure periods); (iii) the free trial or evaluation version of the Services has expired; or (iv) your access to or use of the Services has been suspended.

2.2 **Payment.** All Fees (including Charges and any applicable Related Fees) and taxes will be set out in the applicable Order Document when you sign up for the Services. You agree to pay the Fees and taxes at the times and in the manner specified in the Order Document.

2.3 **Payment of Taxes.** The Fees are exclusive of taxes in any jurisdiction, and you are responsible for paying any applicable taxes and duties (including withholding tax, value added tax (VAT), or other taxes, but excluding income tax imposed on us). You shall provide written evidence of any withholding tax paid by you or any tax exemption on which you wish to rely. If you are obliged to withhold or deduct any portion of the Fees, we shall be entitled to receive from you such amount as is sufficient to ensure that the net amount we receive after deduction of taxes and duties is equal to the amount we would have received had the payment not been subject to any tax or duty.

2.4 **Changes to Charges.** During the term of the Services, we may at any time, in our sole discretion, increase or adjust the basis on which the Charges for each Service are calculated (an "Adjustment"). Adjustments will be published on our website and notified to you by email. If you do not agree to an Adjustment, you may terminate the affected Services at any time, with immediate effect.

2.5 **Changes to Related Fees.** We may at any time, in our sole discretion, increase any recurring Related Fees. We will use reasonable efforts to publish any increase in Related Fees on our website and to notify you by email, but we may be unable to do so where we have not received sufficient prior notice from the relevant third party.

3. INTELLECTUAL PROPERTY OWNERSHIP; LICENCE AND DELIVERY

3.1 **Reservation of Rights.** We and our licensors reserve all rights not expressly granted under the Agreement. Except for the limited rights and licences expressly granted herein, nothing in the Agreement grants you or any third party any intellectual property or other right, title, or interest in our Property, by implication, waiver, estoppel, or otherwise. You acknowledge that, as between the parties, all intellectual property rights in our Property are owned by us, our Affiliates, or our third-party providers. You shall not remove or obscure any proprietary notices in the Services, and shall include such notices in any copies you are permitted to make.

3.2 **Licence to the Services.** Except for any web-based software and/or software installed on devices that is licensed under Section 3.4 below, or any Specialised Services, and subject to the terms and conditions of this Agreement, we hereby grant you a non-exclusive, non-sublicensable, non-transferable right to access,

view, and use our Services solely for your personal use and internal business purposes.

- 3.3 **Documentation Licence.** Subject to the terms and conditions of this Agreement, where Documentation is provided, we hereby grant you a non-exclusive, non-sublicensable, non-transferable licence to use the Documentation solely for your personal use and internal business purposes, and in conjunction with your use of our Services.
- 3.4 **Software Licence.** Subject to the terms and conditions of this Agreement, if you purchase a licence or subscription for any of our web-based software and/or software installed on devices, we grant you a non-exclusive, non-sublicensable, non-transferable right to install and use such software solely for your personal use and internal business purposes. You may make necessary copies of such software solely for backup and archival purposes. Any copy of such software: (i) remains our exclusive property; (ii) is subject to the terms and conditions of this Agreement; and (iii) must contain all copyright and other proprietary notices in the original version. You may only use such software in object-code form.
- 3.5 **Limited Licence to Your Data.** To the extent that Your Data is transmitted to or processed by WiseLaw's systems in connection with the Services (including but not limited to cloud-based or SaaS functionality), you hereby grant us a non-exclusive licence and right to use, copy, store, host, display, transmit, and process Your Data solely to the extent necessary for WiseLaw, our employees, and our contractors to provide our Services under this Agreement and in accordance with applicable law. Your Data may be used as input ("Input") for certain artificial intelligence ("AI")-based features in our Services, generating output produced by the AI service ("Output"). You grant WiseLaw a licence to use, modify, and adapt the Input as necessary for WiseLaw to perform and improve our Services. WiseLaw reserves all rights in our Property embedded or contained in any Output, including any derivatives or modifications thereof. You represent and warrant that you have all necessary rights and appropriate consents in respect of Your Data to permit WiseLaw to perform its Services and exercise its rights. Where required by applicable law, we may delete or disable Your Data, in which case we will use reasonable efforts to notify you. We acknowledge that, as between the parties, all intellectual property rights in Your Data are owned by you or your licensors. For the avoidance of doubt, this Section 3.5 does not apply where the Services run entirely on your local devices and Your Data is not transmitted to or processed by WiseLaw's systems.
- 3.6 **Delivery.** We may, in our sole discretion, deliver our Services and any Documentation by electronic means, on tangible media, or otherwise. Where the applicable Order Document expressly provides for the delivery of Hardware, such Hardware shall be delivered in the manner and to the location specified in the relevant Order Document. Risk of loss of or damage to the Hardware shall pass to you upon delivery. When you download or access our Services or Documentation, you accept that you are using them subject to this Agreement.
- 3.7 **Order Document.** Your Order Document sets out the Services, quantities, Fees, and other details of your order. The applicable Order Document may also reference and incorporate any Documentation that may apply to the Services you have selected. Each Order Document, any applicable incorporated documents, and these Terms constitute the entire agreement and supersede all

prior or contemporaneous discussions, agreements, representations, or warranties relating to your order. In the event of any inconsistency between this Agreement and your Order Document, the Order Document shall prevail. If you are permitted to provide access to any part of the Services to an Affiliate, you shall ensure that such Affiliate complies with all provisions of the Agreement applicable to you.

- 3.8 **Use of Name.** Except as necessary for (i) providing the Services, (ii) internal account management purposes, or (iii) compliance with applicable law or regulation, neither party may use the other party's name, trade marks, or any derivative thereof without the other party's prior written consent.

4. OUR SERVICES

- 4.1 **Performance.** We will provide the Services to you with reasonable skill and care. We will provide, and you will use, the Services in accordance with: (a) the operating specifications for running or accessing the Services; and (b) applicable laws and regulations. If you are permitted to provide access to any part of the Services to an Affiliate, you shall ensure that such Affiliate complies with all provisions of the Agreement applicable to you as if it were itself bound by them.
- 4.2 **Hardware.** Where Hardware is expressly specified in the applicable Order Document, such Hardware shall be provided on the terms set out in that document. Ownership of and/or usage arrangements for the Hardware shall be determined in accordance with the terms set out in the applicable Order Document. Maintenance, repair, and warranty of the Hardware shall be the sole responsibility of the Hardware Supplier. We shall not be liable for any defect, failure, or malfunction of the Hardware. You are responsible for the safekeeping and proper use of the Hardware from delivery onwards.
- 4.3 **Training Services.** We will provide Training Services in the form and quantity specified in the relevant Order Document. All training materials we provide for Training Services are our intellectual property. Unused Training Services sessions will not continue beyond the service term, unless otherwise agreed by us in writing.
- 4.4 **Compute Services.** Where Compute Services are expressly specified in the applicable Order Document, the applicable Charges, usage limits, and billing basis shall be as set out in the relevant Order Document. If you choose to procure compute resources independently from a Third-Party AI Provider, we make no representation or warranty as to the availability, performance, pricing, or compatibility of such third-party resources with the Services. Any fees, terms, and conditions for such independently procured compute resources shall be governed solely by your agreement with the relevant Third-Party AI Provider.
- 4.5 **Changes to Services.** Our Services may change from time to time but, except as expressly permitted herein, we will not change their fundamental nature. Some Services include updates (bug fixes, patches, maintenance releases). We reserve the right to charge for upgrades (releases that include new features or additional functionality). Any additional fees for elected upgrades will be set out in a separate Order Document. We may impose metering or other usage limits on certain features or functions in order to maintain responsive performance.

- 4.6 **Passwords.** Your access to certain Services is protected by passwords. You are responsible for maintaining the confidentiality of your passwords. Sharing of passwords is strictly prohibited. Each user must immediately change any username/password combination that has been obtained by or disclosed to an unauthorised third party. Each of us shall maintain industry-standard computing environments to ensure the security of your and our Property and to prevent unauthorised access.
- 4.7 **Unauthorised Technology.** Unless you have obtained WiseLaw's prior written authorisation, you shall not (i) run or install any computer software or hardware on our Services or networks; (ii) mine, scrape, index, or automatically download our data; or (iii) automatically (whether through an API or otherwise) connect our data to other data, software, services, or networks. Neither of us shall knowingly introduce any malicious software or technology into any product, service, or network.
- 4.8 **Third-Party Providers.** Our Services may include data and software from third parties. Some third-party providers require WiseLaw to pass through additional terms to you. Third-party providers occasionally change their terms, and new third-party providers may be added from time to time. You agree to comply with all such applicable third-party terms.
- 4.9 **Third-Party Supplemental Software.** You may need to obtain a licence for third-party software in order to operate certain of our Services. Additional terms may apply to such third-party software.
- 4.10 **Use and Use Restrictions.** You are permitted to use the Services within the scope of use specified in the Agreement and the relevant Order Document. You shall not use our Property for any purpose beyond the scope of access granted under this Agreement, nor permit any third party to use our Property for any such purpose. Except as expressly permitted in the Agreement, you shall not, and shall not permit any third party to: (i) sell, license, sublicense, distribute, publish, display, store, copy, modify, merge with, decompile, decode or disassemble, reverse engineer, remove any proprietary notices from, translate, or transfer all or any part of our Property, or incorporate it as a component of any other product, service, or material; (ii) use or provide our Property in a white-label/relabelled manner or for the benefit of any third party (except where the Agreement expressly permits a third party to receive our Property); (iii) use our Property or the property of our third-party providers to train any artificial intelligence (AI) or machine-learning algorithm or software, or to create any derivative works, compilations, or collective works, or use it in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property or other right of any person, or in violation of any applicable law; or (iv) permit any third party to access, use, or benefit from our Property in any manner. Notwithstanding the foregoing, you may (a) download and print limited content excerpts from our Services solely for your personal use and internal business purposes, and (b) on an infrequent, irregular, and ad hoc basis, distribute limited content excerpts from our Services; provided that, in either case, (1) the quantity of such excerpts does not reach a level of commercial value, and you do not use such excerpts as a substitute for any of the Services, and (2) WiseLaw and any third-party content provider (as applicable) is cited and identified as the source. The exercise of any legal rights that cannot be

limited by contract is not subject to this restriction. Solely if your business is to provide auditing, tax, or accounting services, or legal advice, to clients, this Section 4.10 does not prevent you from using our Services for the benefit of your clients in the ordinary course of your business under this Agreement. Except as expressly provided in the Agreement, we reserve all rights in our Property, and you are not granted any rights.

- 4.11 **Trial and Testing.** All trials or testing of any Services are subject to the terms of this Agreement, unless we notify you otherwise.
- 4.12 **Support.** To assist with resolving technical issues with the Services, we provide telephone and/or online access to our help desk, or may provide self-service tools. You will provide us with reasonable assistance and timely access to your systems or websites. We may seek your consent to install software agents on your systems to provide remote support. If you decline such consent and we provide alternative support or access, additional fees may apply.
- 4.13 **Security.** Each of us will use, and will require any subcontractor to use, industry-standard organisational, administrative, physical, and technical safeguards to protect the other party's data. In addition, if you become aware of any unauthorised third-party access to our data or systems, you will notify us, and will use reasonable efforts to remediate identified security threats and vulnerabilities to your systems.
- 4.14 **Compliance.** Each of us shall at all times comply with applicable laws relevant to this Agreement, including export control and economic sanctions applicable to us. You shall not obtain, retain, use, or provide access to the Services to an Affiliate or any third party in a manner that may violate any applicable export control or economic sanctions laws or regulations of any jurisdiction. You warrant that neither you nor any Affiliate to whom you provide access to the Services is a specially designated or sanctioned entity under any such laws, and that, in any transaction with us, you will not involve any sanctioned party, including but not limited to through the use of bank accounts at sanctioned-party banks.
- 4.15 **Your Responsibilities.** You are responsible for (i) properly using our Property in accordance with all Documentation, user instructions, and operating specifications; (ii) complying with the minimum recommended technical requirements; (iii) any changes you make to our Services or data; (iv) your combination of our Property with any other product, service, data, or other property; (v) implementing and maintaining appropriate and adequate virus or malware protection and appropriate and adequate backup and recovery systems; and (vi) installing updates.

5. EXCESS USAGE

If you exceed the scope of use specified in the applicable Order Document, you must pay fees at the rates specified on the applicable Order Document or our then-current standard pricing, whichever is higher. If you merge with, acquire, or are acquired by another entity, resulting in additional access to our Services or data, we may change the Charges.

6. PRIVACY

- 6.1 **Data Privacy Laws.** We will at all times process your personal data in accordance with the applicable laws and regulations governing the processing of your personal data.
- 6.2 **Cooperation.** The parties shall use reasonable efforts to assist each other in the investigation and remediation of any claim, allegation, action, prosecution, proceeding, or litigation concerning alleged unauthorised access to, use, processing, or disclosure of your personal data.
- 6.3 **Maintenance.** Each party will maintain, and will require all third-party data processors it engages to maintain, appropriate physical, technical, and organisational measures to protect your personal data against accidental, unauthorised, or unlawful destruction, loss, alteration, disclosure, or access.

7. CONFIDENTIALITY

The parties agree (i) to use the same standard of care to protect any Confidential Information received from the other party as they use to protect their own Confidential Information (which standard shall not be less than reasonable care), and (ii) not to disclose any portion of the same to any third party, except to disclose to their Affiliates, contractors, financial advisers, accountants, and lawyers, who are subject to legal privilege or to a duty or obligation of confidentiality no less restrictive than the terms and conditions of this Agreement. If a court or government authority orders any party to disclose the other party's Confidential Information, the other party shall be notified immediately so that appropriate protective orders or other remedies may be obtained, except where prior notice is prohibited by the court or government authority. These confidentiality obligations do not apply to information that: (i) is or becomes generally known to the public through no act or omission of the receiving party; (ii) is learned by the receiving party from a third party on a non-confidential basis where such third party is not bound by a confidentiality obligation in respect of such information; (iii) was, as evidenced by documentation, lawfully in the possession of the receiving party prior to disclosure; or (iv) was, as evidenced by documentation, independently developed by the receiving party without reference to or use of any Confidential Information of the disclosing party. This Section shall continue in effect after termination of the Agreement until the Confidential Information is no longer treated as confidential under applicable law. If any breach of the confidentiality provisions of this Section 7 occurs, the non-breaching party may suffer irreparable and immediate damage that may not be fully compensated by monetary damages alone. In addition to any other remedies that may be available from a court of competent jurisdiction, the non-breaching party may be entitled to seek equitable relief by way of injunction, specific performance, or similar remedy to prevent or restrain a breach of this Section.

8. WARRANTIES AND DISCLAIMERS

- 8.1 **Limited Warranty.** Other than for our software or Specialised Services, we warrant that the Services, when properly licensed, will substantially conform to any Documentation accompanying the Services. This limited warranty applies

during the term of the contract. If we breach this limited warranty, your sole remedy shall be the repair or replacement of the Services at no additional cost. This limited warranty does not cover problems caused by your failure to follow instructions, your modifications or customisations to our products or services, or events beyond our reasonable control.

- 8.2 **Our Software.** We warrant that our software will substantially conform to our Documentation for a period of 90 days after delivery. If, during this warranty period, we are unable, within a reasonable time and in a reasonable manner, to correct software errors that you have reported to us, you may, after that reasonable time, terminate the applicable Order Document for the affected software by prompt written notice to us, and the licence shall terminate immediately. Your sole remedy and our entire liability for breach of this warranty shall be a refund of the applicable fees.
- 8.3 **Specialised Services.** We warrant that any Specialised Services will be provided with reasonable skill and care.
- 8.4 **Disclaimer.** The foregoing warranties do not apply to any third-party data or third-party software, or to any modifications or customisations made by you to our products or services, and we expressly disclaim all related warranties. Except for the limited warranties provided in Sections 8.1, 8.2, and 8.3 of this Agreement, our Services are provided “as is”, and to the maximum extent permitted by applicable law, all warranties, conditions, and other terms implied by statute or common law are excluded, including but not limited to warranties or other terms as to fitness, merchantability, satisfactory quality, and fitness for a particular purpose. In entering into the Agreement, neither party has relied on any statement, representation, warranty, or agreement of the other party not expressly set out in the Agreement. Except as expressly stated in the Agreement, and to the maximum extent permitted by applicable law, we do not warrant, represent, or include any other terms to the effect that the Services as delivered will be free from any inaccuracy, interruption, delay, omission, or error, or that any such issues will be corrected, and we shall not be liable for any damages caused by such errors. We do not warrant the lifespan of any URL or third-party web service.
- 8.5 **Non-Advice.** Our permitting you to access and use our Services, Documentation, or data does not constitute the provision of financial, tax and accounting, legal, compliance, or any other professional advice. Some information may contain the opinions of third parties, for which we are not responsible. The decisions you make in reliance on the Services, Documentation, or your interpretation of our data are your own decisions, for which you are fully responsible. We shall not be liable for any damages caused by any decision (including financial, tax and accounting, legal, compliance, or any other professional advice) made by you or any person accessing the Services through you in reliance on the Services. You agree to use the Services at your own risk. You are fully responsible for any content prepared or generated using any Services, the accuracy of any documents reviewed, the data or information generated, and any decisions made or actions taken based on data contained in or generated by the Services.
- 8.6 **AI Output Disclaimer.** The Services include artificial intelligence features that may generate outputs, responses, recommendations, or other content (“AI Output”). AI Output is automatically generated and may be incomplete,

inaccurate, or inappropriate for your specific circumstances. AI Output does not constitute professional advice of any kind, including but not limited to legal, financial, tax, compliance, or medical advice. Before relying on or acting on any AI Output, you must independently verify its accuracy, completeness, and appropriateness. We expressly disclaim any liability for any loss or damage arising from your reliance on AI Output.

9. LIABILITY

- 9.1 **Limitation.** The total liability of either party or any of its third-party providers in any one calendar year for damages (including for negligence) arising out of or in connection with the Agreement shall not exceed the amount paid in the preceding 12 months for the Services that are the subject of the damages claim (or, if the claim is brought within the first 12 months, 12 times the average monthly fee paid).
- 9.2 **Exclusion.** In no event shall we or our third-party providers be liable for any fines, interest, taxes, or other amounts imposed by any government or regulatory authority. Neither party shall be liable to the other for any indirect, incidental, punitive, special, or consequential damages, or for any loss of data or profits (whether direct or indirect), even if such damages or losses could have been foreseen or avoided.
- 9.3 **Unlimited Liability. Section 9.1 does not limit either party's liability for:** (i) fraud, fraudulent misrepresentation, wilful misconduct, or conduct showing a reckless disregard for the rights of others; (ii) negligence causing death or personal injury; (iii) infringement of the other party's intellectual property rights or breach of the use restrictions in Section 4.10; (iv) your indemnification obligations under Section 9.4; or (v) your obligation to pay fees on the applicable Order Document and all fees for use of the Services beyond the scope of use rights and restrictions granted to you. Nothing in the Agreement limits any liability that cannot be limited by law.
- 9.4 **Your Obligations.** You shall be liable for any losses, damages, or expenses incurred by us or our Affiliates as a result of any third-party claim or regulatory fine or penalty, where related to: (i) any allegation that the use by us or our Affiliates of any information, data, software, or other materials supplied by or on your behalf, which we are required to host, use, or modify in providing the Services, infringes any third-party intellectual property rights; (ii) your or your subcontractors' use of our Property in breach of the Agreement or in violation of applicable law; (iii) our or our Affiliates' compliance with any instructions you have given us in the course of providing the Services; or (iv) any claim brought by any person who accesses or benefits from any part of our Services through you.
- 9.5 **Customer Assistance.** We shall not be liable if our Services fail to function properly because of your third-party software, your hardware failure, or your acts or omissions. If we determine that our Services have failed for one of these reasons, we further reserve the right to charge you for the work we perform to investigate the failure. At your request, we will assist you in resolving the failure on a fee basis to be agreed between us.

10. TERMINATION

- 10.1 **Suspension and Termination.** If (i) a third-party provider, a court, or a regulator requires us to do so; (ii) you have or are reasonably likely to become insolvent; (iii) there has occurred or is reasonably likely to occur: (1) a security breach; (2) a breach of your obligations under this Agreement or under another agreement between us; (3) a breach of our agreement with a third-party provider; (4) infringement of third-party rights; or (5) violation of applicable law, we may, by notice to you, terminate, suspend, or restrict your use of any part or all of our Services, or modify the terms on which they are provided. Our notice will state the reason for the termination, suspension, or restriction, and, if the cause is reasonably remediable, we will advise you of the action you must take to restore the Services. If you fail to take action or the cause is not remediable within 30 days, we may suspend, restrict, or terminate the Agreement in whole or in part. During any suspension or restriction caused by your acts or omissions, fees remain payable in full. We may, on reasonable notice, terminate all or part of the Agreement relating to Services that are being discontinued.
- 10.2 **Material Breach.** If a material breach by the other party occurs, and the breaching party fails to cure such material breach within 30 days after written notice, either party may immediately terminate this Agreement by written notice. For this purpose, any misrepresentation by you or your failure to pay any sum due under the Agreement in full shall constitute a material breach. Where (i) we terminate a Service (other than for your breach of this Section 10.2 or for your insolvency under Section 10.1), or (ii) you terminate a Service for our breach of this Section 10.2, you shall be entitled to a pro rata refund of any recurring fees prepaid for the terminated but undelivered Services.
- 10.3 **Effect of Termination.** Unless otherwise agreed by us, upon expiry or termination of the Agreement, all licences and rights granted herein shall terminate immediately, and you must uninstall or destroy all of our Property. In addition, upon expiry or termination, at your request we will, at our discretion, return or destroy your Confidential Information, except as may need to be retained for archival or compliance purposes. Termination of the Agreement shall not (i) relieve you of your obligation to pay any sums owed to WiseLaw or its agents up to and including the date of termination; (ii) affect any other rights or obligations that have accrued; or (iii) terminate those parts of the Agreement which by their nature are intended to continue, or are expressly stated to remain in effect after termination.
- 10.4 **Amendments.** We may amend the Terms at any time by posting the updated Terms on our website and notifying you of such updated Terms by email or through your WiseLaw account, or by other similar means. Unless otherwise stated in such notice, the amended Terms shall take effect 30 days after such notice. Your use of the Services after the effective date constitutes your agreement to be bound by the latest version of the Terms. You are responsible for reviewing and familiarising yourself with any such amendments.
- 10.5 **Force Majeure.** We shall not be liable for any damages or failure to perform our obligations under the Agreement caused by circumstances beyond our reasonable control. If such circumstances result in a material defect in the Services persisting for more than 30 days, either party may terminate any affected Service by written notice to the other.

11. THIRD-PARTY RIGHTS

Our third-party providers benefit from our rights and remedies under the Agreement. Other than our third-party providers, no other third party shall have any rights or remedies under the Agreement.

12. GENERAL

- 12.1 **Assignment.** Except as otherwise provided in this Section, neither party may assign any rights or obligations under the Agreement to any person (whether by operation of law or otherwise) without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed). We may delegate or transfer any obligation set out in the Agreement, assign this Agreement, or assign in whole or in part any rights or remedies granted under the Agreement (i) to an Affiliate; (ii) in connection with the sale by us or our Affiliates of a division, product, or service; or (iii) in connection with a reorganisation, merger, acquisition, divestiture, or similar business transaction. We may, at our sole discretion, subcontract any Services.
- 12.2 **Feedback.** You may voluntarily provide WiseLaw with any comments, suggestions, ideas, or recommendations (collectively, “Feedback”), and if you do so, you grant WiseLaw a perpetual, irrevocable, transferable, non-exclusive right to use any Feedback you provide in connection with any of our Property in any manner and for any purpose, free of charge.
- 12.3 **Compliance with Agreement.** We or our professional representatives may verify your compliance with the Agreement throughout the term of the Agreement. If the verification reveals that you have exceeded the authorised scope of use permitted under the Agreement, you shall pay all unpaid or underpaid fees.
- 12.4 **Governing Law.** Unless otherwise stated in the applicable Order Document, this Agreement shall be governed by, and construed in all respects in accordance with, the laws of Hong Kong, and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.
- 12.5 **Order of Precedence.** If there is any conflict between any elements of the Agreement, the order of precedence shall be, in descending order: the third-party licence terms incorporated under Section 4.5; the applicable Order Document; and the remaining provisions of the Agreement.
- 12.6 **Trial.** All trials or testing of our Services are subject to these Terms unless we notify you otherwise. Access to trial Services may be used solely for your evaluation purposes. Unless otherwise agreed by us in writing, any data input by you into the Services during any free trial period, and any customisations made to the Services by or for you, may be permanently destroyed at the end of the trial.
- 12.7 **No Waiver.** A delay or failure by either party to exercise any right or remedy under the Agreement shall not constitute a waiver of such right or remedy.
- 12.8 **Severability.** If any non-fundamental part of the Agreement is illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it legal and enforceable. If such modification is not possible, that part shall

be deemed deleted. Any such modification or deletion shall not affect the validity and enforceability of the remainder of the Agreement.

- 12.9 **Consent to Electronic Communications.** You hereby consent to receive electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Services.
- 12.10 **Notices.** All notices under the Agreement must be in writing and given by email (provided that notices of breach of the Agreement may not be given by email) or by mail, courier, fax, or in person to the address listed on the relevant Order Document of either party (or such other more recent address notified to the other party). However, we may provide technical terms by posting them on our website or within the Service itself.
- 12.11 **Entire Agreement and Non-Reliance.** This Agreement contains the entire understanding between us in respect of the subject matter hereof, and supersedes all prior agreements, understandings, negotiations, proposals, and other oral or written representations, including but not limited to any terms and conditions appearing on any purchase order or other form used by you. Each party acknowledges that, in entering into this Agreement, neither party has relied on any representation made by the other party that is not expressly set out in this Agreement.