

EPIQ SOLUTIONS TERMS AND CONDITIONS OF SALE

The terms and conditions detailed herein (this “Agreement”) apply to your (“Customer”) purchase from EPIQ Design Solutions LLC (“Epiq”) of Epiq product(s) (the “Products”), including Epiq hardware (“Hardware”) and licenses to use Epiq software (“Software”), or services provided by Epiq (“Services”). THIS AGREEMENT SHALL APPLY UNLESS CUSTOMER AND EPIQ HAVE ENTERED INTO A SEPARATE SIGNED AGREEMENT APPLICABLE TO THE PURCHASE OF THE PRODUCTS OR SERVICES. Any additional or different terms in Customer’s purchase order or other communication are objected to and will not be binding on Epiq unless and to the extent specifically agreed to in writing by Epiq. If a conflict occurs between this Agreement and another signed agreement between Customer and Epiq, or a formal quote issued by Epiq to Customer, the terms and conditions of the signed agreement or quote shall prevail and the remaining portions of this Agreement shall remain.

- 1. Prices and Orders.** Prices are set forth in the formal quote issued to Customer. Prices are valid for sixty (60) days unless otherwise stated in the quote. Customer orders should reference the Epiq quote number. All orders are subject to acceptance at Epiq's sole discretion. Once an order is accepted as communicated in an email to Customer, any changes to the order, including cancellation, must be agreed to by Epiq in writing and may be subject to reasonable cancellation and restocking charges.
- 2. Invoices and Payments.** Payment terms are set forth in the formal quote. If Customer is approved for credit, Epiq shall invoice at the time of shipment, and the date on the invoice (the “Invoice Date”) shall be used to determine when the payment is due. Late payments are subject to interest at a monthly rate of the lesser of 1.0% or the highest rate permissible by law. All payments shall be made by Customer to Epiq in U.S. dollars.
- 3. Taxes and Import Fees.** All prices exclude, and Customer is responsible for, any sales tax, use tax, value added tax, or any other federal, state, or local taxes arising from the purchase of the Products. Furthermore, for international orders, all prices exclude, and Customer is responsible for, any customs, customs broker clearance fees, duties, taxes, or any other import fees.
- 4. Delivery, Title, and Risk of Loss.** Delivery of Products shall be FCA Origin (INCOTERMS 2020), unless Epiq has agreed to bear responsibility for shipping, in which case delivery shall be DAP Destination (INCOTERMS 2020). Title and risk of loss to the Products (for Software, the media) shall pass to Customer upon delivery; provided however, Epiq retains a security interest and right of possession in the Products until Customer makes payment in full. Unless otherwise provided in Epiq’s Quote, Customer is responsible for all shipping fees, but Customer may elect to arrange for its own shipping or pick-up. Unless otherwise agreed by Epiq and the Customer: (a) delivery dates are approximate; (b) Customer may not unilaterally reschedule delivery dates; (c) if Customer requests expedited delivery, Epiq may charge expediting fees; (d) prices include only Epiq standard quality, testing, and packaging requirements, and all other such requirements are disclaimed; and (e) partial deliveries are permitted.
- 5. Software.** Software is licensed pursuant to the software license agreements provided with the Software or posted on-line where Customer downloads the Software. In the absence of such license agreements, in consideration of and conditioned upon Customer payment of any and all applicable fees to Epiq, Customer is granted a limited, revocable, non-exclusive and non-transferable right and license to use the Software only as intended and solely in conjunction with the Hardware, with no rights to sublicense, disclose, disassemble, decompile, reverse engineer, or otherwise modify the Software. For the avoidance of doubt, all Software is licensed, not sold, and title to the Software remains with its licensor(s).
- 6. Limited Warranty.** For a period of one (1) year from the Invoice Date for Products, and ninety (90) days from the date of performance for Services (the “Warranty Period”), Epiq warrants to the Customer that the Epiq Products and services provided hereunder will be free of defects in materials and workmanship that cause

the Products to fail to substantially conform to the applicable Epiq published specifications (the “Limited Warranty”). If Customer notifies Epiq of a defect or non-conformance during the Warranty Period, Epiq will, in its sole discretion and within a reasonable amount of time (i) repair or replace the defective Product, or re-perform any defective portion of the services; or (ii) refund the fees paid for the affected Product. Repaired or replaced Hardware or Software will be warranted for the remainder of the Warranty Period or ninety (90) days, whichever is longer. Repaired or replaced Hardware may contain new or refurbished parts that are equivalent to new in performance and reliability and are at least functionally equivalent to the original parts. The Limited Warranty is conditioned on Customer promptly notifying Epiq of any claimed defects and making the product available for examination and testing by Epiq, and on Epiq’s ability to reproduce and observe the claimed defect. Customer must obtain an RMA number from Epiq per Epiq’s RMA policy prior to returning any Hardware to Epiq. To notify Epiq of a claimed warranty defect and request an RMA number, Customer may contact its sales representative or email: rma@epiqsolutions.com. Customer is responsible for shipping expenses to send the affected Hardware to Epiq, and Epiq is responsible for the return shipping expenses. This warranty does not cover and the Customer is solely responsible for installation or removal costs. Epiq reserves the right to charge a fee for examining and testing Products outside of the Warranty Period or for Hardware returned without an RMA number. Expressly excluded from the Limited Warranty are Products that were (a) physically damaged due to abuse, accident, neglect, or misuse (b) modified in an unauthorized way; (c) subjected to improper environment or operated outside of the published specification; (d) damaged due to inadequate maintenance, installation, repair, or calibration; or (e) damaged due to a hazard such as lightning, flood, or other act of nature, and as such, Epiq reserves the right to charge a fee for examining and testing such returned Products that have been expressly excluded from the Limited Warranty. Also expressly excluded from the Limited Warranty are non-Epiq Products, the sole warranty for which shall be the warranty available from the manufacturer, if any. THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND THE CUSTOMER’S SOLE REMEDIES, AND SHALL APPLY EVEN IF SUCH REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

7. Extended Warranties. Epiq may optionally sell to Customer additional limited warranties and/or extend the Warranty Period for the Products, Hardware, or Software. Such additional or extended warranties may modify the terms of the Limited Warranty and remedies set forth above only as may be agreed by Epiq and Customer in a separate agreement(s). Extended warranties, if offered by Epiq in a formal quote and unless otherwise stated in the quote, must be purchased by Customer at the time of purchase or within sixty (60) days of the Invoice Date.

8. NO OTHER WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PRODUCTS ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND AND EPIQ EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PRODUCTS, INCLUDING ANY IMPLIED WARRANTIES THAT MAY ARISE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING. EPIQ DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULTS OF THE USE OF THE PRODUCTS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. EPIQ DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE.

9. Cancellation and Returns. Customer may cancel its order for a standard Hardware Product only if it provides Epiq with written notice of the order cancellation and agrees to pay the following cancellation fees:

Number of days prior to the scheduled shipment date that notice of cancellation is received by Epiq:	Cancellation fee per unit (expressed as a percentage of the standard price):
more than 90 days	25%
61-90 days	35%
up to 60 days	50%

Orders may be rescheduled only by written agreement of Epiq and with payment of handling and storage fees as agreed by Epiq and Customer. Within thirty (30) days of the Invoice Date and for a restocking fee of 50% of the price, Customer may optionally return purchased unopened and undamaged Hardware that remains in original packaging. Because Epiq will not resell Hardware that has been powered up by any customer, no refunds will be offered for Hardware that has been removed from original packaging. Notwithstanding the foregoing, neither orders for custom Products, nor Products identified as NCNR on Epiq's quote, nor last-time buys for end-of-life Products, may be cancelled, rescheduled or returned. Unless otherwise agreed to by Epiq in advance and in writing, no refunds will be offered for purchased Software licenses after the date at which Software was downloaded or otherwise obtained by Customer, or thirty (30) days past the Invoice Date, whichever occurs earlier.

10. Support and Maintenance. During the Warranty Period, Customer may register up to three (3) unique email addresses on Epiq's support web-site ("Support Site") per applicable Product purchase at no additional charge. Additional user email addresses, and/or support for subscription terms beyond the Warranty Period, may be purchased at pricing as set forth in Epiq's Quote. All support is governed by Epiq's standard terms as applicable (SMS Subscription Services for SDR products, or SSR/SSRC Subscription Agreement for Sensing products), the terms of which are hereby incorporated by reference. Depending on the Product(s), Epiq shall grant the applicable level of Support Site access and support. Epiq reserves the right to revoke access to the Support Site at any time provided, however, that Customer has received all of the Products for which Customer has paid in full to Epiq. Software releases and updates will typically be provided through the Support Site, and Customer will be permitted to download purchased Software releases and updates during the Warranty Period and any additional subscription terms for which the applicable support has been purchased.

11. Intellectual Property. Epiq reserves all right, title, and interest in any intellectual property rights contained or embodied in Products, including any custom developments created or provided by Epiq under this Agreement. Nothing in this Agreement will be deemed to grant to Customer any ownership rights in such intellectual property. Epiq agrees to defend any third-party claim that alleges the Hardware or Software infringe any U.S. patent, copyright, or trademark ("Claim"). Customer shall promptly notify Epiq upon learning of any Claim, shall grant Epiq sole control over the defense and settlement of the Claim, and shall cooperate fully with Epiq in preparing a defense for the Claim. Epiq shall not be liable for a settlement made without its prior written consent. Notwithstanding the foregoing, Epiq shall have no obligation for any claim relating to or arising from (a) Customer's modifications of Hardware or Software; (b) failure to use Hardware or Software in accordance with the applicable documentation provided by Epiq; (c) the combination, operation, or use of Hardware or Software with any hardware or software not provided by Epiq; (d) the compliance of Epiq with Customer's specifications or directions; or (e) non-Epiq products. In the event that Epiq believes in its reasonable opinion that the Hardware or Software may be alleged to be infringing, for the purposes of mitigating any potential damages, Epiq may, at its option, (I) procure for the Customer the right to continue to use the Hardware or Software; (ii) replace them with comparable Hardware or Software that are free of such infringement; or (iii) refund the fees paid by Customer, in which case Customer shall promptly return the Hardware to Epiq and/or terminate the use of the Software.

12. CUSTOMER INDEMNITY. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE PRODUCTS ARE NOT DESIGNED, MANUFACTURED, OR TESTED FOR USE IN LIFE OR SAFETY CRITICAL SYSTEMS, HAZARDOUS ENVIRONMENTS OR ANY OTHER ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, INCLUDING IN THE OPERATION OF NUCLEAR FACILITIES; AIRCRAFT NAVIGATION; AIR TRAFFIC CONTROL SYSTEMS; LIFE SAVING OR LIFE SUSTAINING SYSTEMS OR SUCH OTHER MEDICAL DEVICES; OR ANY OTHER APPLICATION IN WHICH THE FAILURE OF THE PRODUCT COULD LEAD TO DEATH, PERSONAL INJURY, SEVERE PROPERTY DAMAGE OR ENVIRONMENTAL HARM. EPIQ EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS OF THE PRODUCTS FOR ANY SUCH USES. CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD EPIQ HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, INCLUDING LAWSUITS, ARBITRATIONS, AND/OR ADMINISTRATIVE

ACTIONS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF CUSTOMER'S USE OF THE PRODUCTS FOR ANY SUCH USES, INCLUDING CLAIMS FOR PRODUCT LIABILITY, PERSONAL INJURY (INCLUDING DEATH) OR DAMAGE TO PROPERTY, REGARDLESS OF WHETHER SUCH CLAIMS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED OR ACTUAL NEGLIGENCE OF EPIQ.

CUSTOMER FURTHER ACKNOWLEDGES THAT IT IS ULTIMATELY RESPONSIBLE FOR VERIFYING AND VALIDATING THE SUITABILITY AND RELIABILITY OF THE PRODUCTS WHENEVER THE PRODUCTS ARE INCORPORATED IN ITS SYSTEM OR APPLICATION, INCLUDING THE APPROPRIATE DESIGN, PROCESS, AND SAFELY LEVEL OF SUCH SYSTEM OR APPLICATION. CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD EPIQ HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, INCLUDING LAWSUITS, ARBITRATIONS, AND/OR ADMINISTRATIVE ACTIONS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF CUSTOMER'S INCORPORATION OF THE PRODUCTS INTO SUCH SYSTEM OR APPLICATION, INCLUDING CLAIMS FOR PRODUCT LIABILITY, PERSONAL INJURY (INCLUDING DEATH) OR DAMAGE TO PROPERTY, REGARDLESS OF WHETHER SUCH CLAIMS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED OR ACTUAL NEGLIGENCE OF EPIQ.

13. LIMITATION OF LIABILITY. EPIQ SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF EPIQ ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID BY CUSTOMER FOR THE SPECIFIC PRODUCT GIVING RISE TO SUCH CLAIM, REGARDLESS OF WHETHER SUCH DAMAGES ARE (A) FOUNDED IN WHOLE ARE IN PART UPON ALLEGED OR ACTUAL NEGLIGENCE; AND (B) BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE.

14. Force Majeure. Epiq shall not be responsible for any delay or failure to perform due to any cause beyond its reasonable control, including but not limited to acts of nature or governments; interruptions of telecommunications, power or transportation; failure of contractors or suppliers; or inability to obtain necessary labor or materials. In such cases of force majeure, Epiq reserves the right to cancel the applicable order without any liability to Customer.

15. Export Control and Compliance. Customer acknowledges that the Products are subject to export controls under the laws and regulations of the United States (U.S.), including but not limited to the U.S. Export Administration Regulations (15 CFR Part 730 et. seq.) administered by the U.S. Department of Commerce's Bureau of Industry and Security ("BIS") and other applicable U.S. export control laws and sanctions regulations. Customer shall comply with such laws and regulations governing use, export, re-export, and transfer of the Products and shall obtain all required U.S. and local authorizations, permits, or licenses. Customer shall not sell or make available for use by or for, any entity that is engaged in the design, development, production or use of nuclear, biological or chemical weapons or missiles. Products may not be exported or re-exported to any country where sanctions are imposed by the U.S. government (which currently includes Cuba, Iran, North Korea, Republic of Sudan, and Syria but which may be modified by the U.S. government at any time). For the avoidance of doubt, the issuance of a quote, sales order acknowledgement, or an RMA by Epiq is not an export license. Customer represents and warrants it is not ineligible or otherwise restricted to receive Products and it will not export, re-export, or provide Products to any person or entity on BIS's Denied Persons List, Entity List or Unverified List or any other applicable restricted party list. Epiq reserves the right to cancel any order if Epiq believes that any export controls or trade sanctions laws may be violated.

16. U.S. Government Contracting. If Customer is a U.S. Government entity or provides Products or Services to the U.S. Government or to a contractor to the U.S. Government, Customer agrees that all Products and Services provided hereunder are "commercial items" as defined in FAR 2.101 and that only those Federal

Acquisitions Regulations (FAR) or FAR supplements referenced in the Customer's order which are applicable to "commercial items" and to the dollar value of the order shall apply, with tailoring to replace such terms with the terms of this Agreement to the maximum extent permitted by the FAR or FAR supplements.

17. Governing Law. The provisions of this Agreement shall be construed in accordance with the laws of the State of Illinois, U.S.A., without regard to principles of conflicts of laws. Any legal action or proceeding with respect to this Agreement or the Products shall be brought in the Circuit Court of Cook County, State of Illinois or the federal court of the United States of America for the Northern District of Illinois and each party hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such Courts. The parties irrevocably waive any objection to the laying of jurisdiction or venue (including, but not limited to, any objection based on lack of personal jurisdiction or forum non-conveniens) which any of them may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions.

18. General Terms. This Agreement, and any terms incorporated herein by reference, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, whether written or oral, with respect to the subject matter. Customer acknowledges reading this Agreement, understands these terms, and agrees to be bound by them. This Agreement may not be altered, supplemented, or amended by the use of any other document unless otherwise agreed to in writing by Epiq. No delay or failure by Epiq to exercise any right it has under this Agreement shall impair or be construed as a waiver of such right. A waiver of provision of this Agreement must be in writing and shall not be construed as a waiver or modification of any other term hereof, or as a continuing waiver of any provision. Customer may not assign any of its rights, duties or obligations hereunder without Epiq's prior written consent. Epiq reserves the right to subcontract any of its work to one or more subcontractors. If any part, term, or provision of this Agreement is held illegal, unenforceable, or in conflict with any applicable and enforceable law, the validity of the remaining portions or provisions of this Agreement shall not be affected. The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the parties with respect to this Agreement.