

## CASEBASE END USER LICENSE AGREEMENT

Last Updated: May15, 2023

This End User License Agreement ("EULA") is a binding legal agreement between you and MorelandConnect LLC ("MorelandConnect," "us," "our" or "we") regarding your use of our CaseBase application. The EULA, which incorporates our Privacy Policy, governs your use of CaseBase.

YOU ACKNOWLEDGE AND AGREE THAT BY ACCESSING OR USING CASEBASE, OR CLICKING "ACCEPT" OR ANY SIMILAR LANGUAGE, YOU ARE CONSENTING TO THE TERMS HEREIN AND INDICATING THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY AND COMPLY WITH THE TERMS OF THIS EULA.

1. Service. CaseBase enables persons with access accounts ("Users") to use the application, create cases, upload forms and images, and generate documents.

2. License.

*Grant.* Subject to your compliance with this EULA, you are granted a limited, non-exclusive, non-transferable license to access and use CaseBase on a personal computer, tablet device or mobile phone that you own or lawfully control. If you have accessed CaseBase, you acknowledge and agree that: (i) this EULA and the license granted herein are between you and us only, and we are solely responsible for CaseBase; (ii) Moreland will have the right (and will be deemed to have accepted the right) to enforce this EULA as related to your license of CaseBase against you as a third-party beneficiary thereof; and (iii) you will comply with all applicable third-party terms of service when using CaseBase.

*Ownership.* All materials contained on, in, or available through CaseBase, including all information, data, text, videos, surveys, photographs, graphics, the selection and arrangement thereof, and all source code, software compilations, and other materials but ("Content") are protected by copyright and other intellectual property laws and may not be copied or imitated in whole or in part by you, unless as explicitly stated under this EULA. All trademarks, service marks, trade dress, patent and other intellectual property rights, including but not limited to copyrights, and all derivative works thereof associated with CaseBase and Content, whether registered or not, are our sole property or the property of third parties. The Content may also be protected as a collective work or compilation under U.S. copyright and other laws and treaties. You agree to abide by all applicable copyright and other laws. We do not convey, through allowing access to CaseBase, any ownership rights in the Content. This EULA will govern any upgrades provided by us that replace

and/or supplement the CaseBase, unless such upgrade is accompanied by separate terms in which case such updated EULA will govern.

*Limitations.* You may not create, develop, license, install, use or deploy any third party software or services to circumvent, enable, modify or provide access, permissions or rights to work around any technical limitations in CaseBase. You may not copy (except as expressly permitted by this EULA) or publish CaseBase for others to copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, or modify, or create derivative works of CaseBase, or any updates, or part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open source components included with CaseBase, if any). Any attempt to do so is a violation of our rights. If you breach this restriction, you may be subject to prosecution and damages. You may not use CaseBase in any manner not specifically authorized hereunder or in any way that is against any applicable laws or regulations.

3. Eligibility. You represent and warrant that: (i) you are at least eighteen (18) years old, (ii) you have the right, capacity and authority to be bound by this EULA, and (iii) you will abide by all terms herein.

4. Jurisdiction. CaseBase is controlled by Moreland from the United States, and is not intended to subject Moreland or its affiliates to the laws or jurisdiction of any country, region or territory other than that of the United States.

5. Access. Charges for Internet or telecommunication use may apply when you use CaseBase at rates that are determined by the providers of such services. In order to use CaseBase, you are required to have a compatible personal computer, tablet device or mobile device, and internet access. The software for CaseBase may be upgraded from time to time to add support for new functions and services.

6. Rules of Conduct. In connection with your use of CaseBase, you will not: (i) transmit or communicate any data or information that is unlawful, harmful, false, misleading, abusive, harassing, defamatory, obscene, invasive of another's privacy or otherwise objectionable; (ii) upload or input to CaseBase any information which contains software viruses, or any computer code, files or programs designed to interrupt, destroy or limit the functionality of CaseBase, any computer software or hardware or telecommunications equipment; (iii) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; (iv) use CaseBase for any unlawful or unsafe purposes; (v) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted to other Users; (vi) violate any applicable local, state, federal or international law and any regulations requirements, procedures or policies; (vii) use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor, or copy

any part of CaseBase; (viii) transmit, access or communicate any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships; (ix) monitor traffic on CaseBase, obtain or accumulate personal information about other Users, or collect or store personal data about other Users; (x) modify, delete or damage any information contained on the device of any other Users; (xi) infringe on the rights of any third party, including but not limited to trademark or copyright rights or the rights of publicity or privacy; (xii) use CaseBase in any manner that in our sole judgment, adversely affects the performance or function of CaseBase or interferes with the ability of other Users to access or utilize CaseBase; (xiii) scrape, copy, screenshot, store, build databases, or otherwise create permanent copies of data or information in CaseBase (or any information expressed or derived from such data or information), or keep cached copies longer than permitted by the cache header; (xiv) copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party any of the data or information in CaseBase; (xv) misrepresent the source or ownership of any data or information in CaseBase; (xvi) remove, obscure, or alter any copyright, trademark, or other proprietary rights notices, or falsify or delete any author attributions, legal notices, or other labels of the origin or source of data or information in CaseBase or (xvii) undertake any acts not expressly permitted under the EULA. You warrant and represent that: (a) you undertake to use CaseBase only for purposes that are in strict compliance with the EULA, the license granted hereunder and any applicable laws, regulations or generally accepted practices or guidelines in the relevant jurisdictions; and (b) you shall not take any actions which would cause us to be in violation of any applicable law, rule or regulation.

7. Suspension and Termination. We reserve the right to suspend and/or cease providing CaseBase, with or without notice, and we shall have no liability or responsibility to you if we do so.

8. Third Party Materials. CaseBase may contain links to third party websites and content, including articles, text, information, video, audio, graphics and photographs, which are owned and/or operated by third parties (collectively, "Third Party Materials"). Moreland does not investigate or monitor Third Party Materials for accuracy or completeness, and therefore is not responsible or liable for the same. You are advised that different EULAs, terms of use and privacy policies apply to your use and access of third-party websites. If you decide to leave CaseBase and access any third-party websites, you do so at your own risk and you should be aware that our EULA and Privacy Policy no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any third-party website to which you navigate from CaseBase.

9. Disclaimer of Warranties. CASEBASE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITATION OF THE FOREGOING, WE SPECIFICALLY DISCLAIM, FOR THE AVOIDANCE OF DOUBT, ANY AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES: (i)

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10. Limitation of Liability. IN NO EVENT WILL MORELANDCONNECT OR ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, AFFILIATES, SUCCESSORS OR ASSIGNS (COLLECTIVELY, THE "MORELAND PARTIES"), BE LIABLE TO ANY PARTY (i) FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS, LOSS OF INFORMATION, LOSS OF PROFITS AND THE LIKE), OR ANY OTHER DAMAGES ARISING IN ANY WAY OUT OF THE AVAILABILITY, USE, RELIANCE ON, OR INABILITY TO USE CASEBASE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE; OR (ii) FOR ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN, OR DESTRUCTIVE PROPERTIES OF ANY OTHER SOFTWARE OR OTHER CONTENT INCLUDED AS PART OF CASEBASE. GIVEN THAT SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES AND JURISDICTIONS, OUR AND THE MORELAND PARTIES' LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. IN NO EVENT WILL MORELAND'S AND THE MORELAND PARTIES' AGGREGATE LIABILITY (INCLUDING OUR OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, AND AFFILIATES) WITH RESPECT TO ANY USE OF PERCORS EXCEED THE AMOUNT OF \$25.00 U.S. DOLLARS.

11. Indemnification. By using CaseBase, you agree to defend, indemnify and hold us, the Moreland Parties, our affiliates, and partners harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from your use of CaseBase or the creation, placement or transmission of any message, information, video, software or other materials through CaseBase by you or related to any violation of these terms by you (collectively, "Indemnified Matters"). We shall control the defense of any Indemnified Matters through counsel of our choice.

12. Governing Law. This EULA shall be governed by and construed under the laws of the State of Ohio applicable to agreements made and fully performed therein, without regard to its conflict of laws rules. You consent to the exclusive jurisdiction and venue of the federal and state courts located in the State of Ohio, County of Cuyahoga, for any action arising out of or relating to this EULA.

13. Copyright Infringement. We respect the intellectual property rights of others and require that Users of CaseBase do the same. It is our policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act ("DMCA"). For more information, please see our DMCA Policy.

14. Entire Agreement. This EULA and Privacy Policy constitute the entire agreement between you and us with respect to the use of CaseBase, and supersede all discussions, communications, conversations and agreements concerning the subject matter hereof.

15. Assignment. We may transfer, assign, sublicense or pledge in any manner whatsoever, any of our rights and obligations under this EULA to a subsidiary, affiliate or successor thereof or to any third party whatsoever, without notifying you or receiving your consent. In the event that CaseBase is transferred, assigned, merged with or sold to a third party, such a sale will not be deemed a transfer of personal information so long as that third party agrees to assume Moreland's obligations as to this EULA and the Privacy Policy.

16. Amendment to EULA. Moreland may update or amend this EULA from time to time. Amendments shall be effective upon posting on CaseBase or the Moreland website. You are responsible for regularly reviewing this EULA. Your continued access to and use of CaseBase following such posting constitutes your consent to be bound by any amended EULA.

17. General. Our failure to exercise or enforce any right or provision of this EULA shall not constitute a waiver of such right or provision. In the event that any provision of this EULA is inoperative or unenforceable for any reason, such provision shall be enforced to the maximum extent permitted by law and the invalidity of such provision shall not affect the enforceability and validity of remaining provisions of the EULA. No independent contractor, partnership, joint venture or employer-employee relationship is intended or created. No action, regardless of form, which arises from or is related in any way whatsoever to this EULA, may be commenced by you more than twelve (12) months after such cause of action accrues. All notices and other communications under the EULA must be in writing and will be deemed to have been duly given when actually received. You may provide notices to us via email to [info@morelandconnect.com](mailto:info@morelandconnect.com) or by writing to us at 5601 Hudson Drive, Hudson, Ohio 44236.