

**CPA GLOBAL IP PLATFORM
ACCESS AGREEMENT (PAA)**

This PAA governs a User's access to of the online intellectual property platform known as CPA Global IP Platform (the **Platform**) only. Terms and conditions governing products and services ordered via the Platform will be provided within the Platform for review and acceptance by the duly authorized representative of the Subscribing Organisation of the User. This PAA should be read in conjunction with our Privacy Policy and Security Policy on our Trust Centre available at www.cpaglobal.com/trustcentre or such other page as may be updated from time to time.

This PAA forms the general agreement between the parties that governs your (the **User**) access to the Platform. User's access of the Platform through the username and password provided by CPA Global shall constitute User's unqualified acceptance of the terms and conditions of this PAA. If you are entering into this PAA on behalf of a company or other organization, you represent that you are accessing the Platform in connection with your trade, business or profession, and either that (i) you have the authority to bind that company or organization to this PAA; or (ii) you have been given permission by your Subscribing Organisation to use this Platform on their behalf. Accordingly, the terms "you" and "your" will refer to that company or organization. If you do not have that authority, or if you do not agree with these terms and conditions, you may not use and you must leave the Platform.

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. LICENSE TO THE PLATFORM; USER ACCOUNT.

Subject to the terms and conditions set forth in this PAA, CPA Global hereby grants to User a nonexclusive and nontransferable worldwide right to use the Platform, solely for User's internal business purposes. Where the Subscribing Organisation is a law firm, 'internal business purposes' shall include acting for the benefit of such firm's third party clients. All rights not expressly granted to User are reserved by CPA Global. Without prejudice to any other rights or remedies it may have, CPA Global may suspend and/or terminate any User's access to the Platform at any time and without any liability to User in the event the User (i) violates any provision of this PAA, or (ii) uses the Platform for any purpose other than for the internal business of the User. Each User's first name and last name may be publicly displayed on their Platform account. User agrees that all information User submits to the Platform, including to profile pages, is accurate and that the User will keep it current. User warrants and represents that it has obtained the express consent of any third party whose information User discloses and uses in connection with the Platform or any functionality or Content therein. If CPA Global has grounds to suspect that User's information is untrue, inaccurate or incomplete, CPA Global has the right to suspend or terminate User's use of the Platform. It is User's responsibility to maintain the confidentiality of any password associated with their use of the Platform. User agrees that CPA Global may send User information and notices regarding the Platform, User's Platform registration or account, by email, text messaging, Platform Private Message or other means based on the information User provides to CPA Global.

2. RESTRICTIONS AND UNAUTHORIZED USE.

- 2.1. User shall report all attempts of unauthorized access to the Platform or the Content, of which they become aware. User shall cooperate with CPA Global in CPA Global's investigation and remediation of any security, unauthorized use or misuse issues arising from or related to User's use of the Platform. Except as otherwise authorized by CPA Global, User shall not:
 - 2.1.1. license, sublicense, sell, resell, transfer, assign, distribute or otherwise make the Platform or the Technology available to any unauthorized third party;
 - 2.1.2. copy, modify, make derivative works based upon the Technology or the Content, distribute any portion of the Content other than to the extent that they are expressly licensed to do so in this PAA or as otherwise expressly required by law;
 - 2.1.3. use, analyze, reverse engineer or apply any procedure or process of the Technology or the Content in order to ascertain, derive, and/or appropriate, for any reason or purpose, Content or any information regarding the linkages, layouts or proprietary processes of Content;
 - 2.1.4. allow any unauthorized person to access the Platforms or Content (whether on a User's behalf or otherwise) or disclose User's password to any third party, except as expressly permitted under this PAA;
 - 2.1.5. create derivative databases or other works using all or some of the Content, or otherwise using the Platform or any portion or derivation of the Content in any other product or service;
 - 2.1.6. use "web crawlers" or other types of software or hardware technology to automatically download or index Content from the Platform;
 - 2.1.7. use the Platform to store, distribute or transmit any unlawful, harmful, threatening, defamatory, obscene or harassing material or information, including, but not limited to any computer virus or other harmful software;
 - 2.1.8. create a denial of service, make unauthorized modifications of or otherwise impede the Platform or use the Platform in any manner that would infringe upon the intellectual property rights of CPA Global or its third party suppliers of Content; or
 - 2.1.9. remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Platform or the Technology.

3. LIMITED RIGHT TO USE DATA; USE OF COOKIES.

- 3.1. User grants to CPA Global the right to use, copy, store, transmit and display User data solely to the extent necessary to provide the Platform and associated maintenance, for purposes of ensuring security, and for the investigation of complaints. All data submitted by User to the Platform (**User Data**) will remain the sole property of User. Subject to the terms of this PAA, CPA Global shall not disclose User Data or use User data for any purpose other than to provide the Platform and as set forth herein.

- 3.2. The Platform site uses "cookies", which are small text files placed on the User's hard disk by a Web server. Cookies contain

information that can later be read by a Web server in the domain that issued the cookie to the User. One of the primary purposes of cookies is to store the User's preferences and other information on the User's computer in order to save the User's time by eliminating the need to repeatedly enter the same information and to display the User's personalized content and targeted advertising on the User's later visits to these sites. When the User signs in to a site using the Platform named User account, CPA Global stores the User's unique ID number, and the time the User signed in, in an encrypted cookie on the User's hard disk. This cookie allows the User to move from page to page at the site without having to sign in again on each page. When the User signs out, these cookies are deleted from the User's computer. CPA Global also uses cookies to improve the sign-in experience. For example, the User's e-mail address may be stored in a cookie that will remain on the User's computer after the User signs out. This cookie allows the User's account name to be pre-populated, so that the User will only need to type the password the next time they sign in. The User has the ability to accept or decline cookies; however, if the User chooses to decline cookies, they may not be able to sign in or use the Platform. If the User chooses to accept cookies, they also have the ability to delete cookies later by using the Web browser's tools to delete the User's browsing history, in Internet Explorer 11, User can delete cookies by selecting "Tools", "Internet Options," and then "Delete browsing history". If the User chooses to delete cookies, any settings and preferences controlled by those cookies, including advertising preferences, will be deleted and may need to be recreated. CPA Global may track and analyze User and User's use of the Platform (**Usage Statistics**), for the purposes of helping CPA Global improve both the Platform and User's experience in using the Platform and furthering our understanding of use of the Platform. CPA Global may disclose Usage Statistics about your use of the Platform to third parties under appropriate obligations of confidentiality for the purpose of assisting CPA Global in such tracking or analysis, or where required by law. User agrees that CPA Global may use Usage Statistics to provide Users with communications regarding Platform support, news and information regarding the Platform and services/products provided by CPA Global, except where such Users opt out of receiving such information. Subject to the above, CPA Global will treat User's personal information submitted to the Platform in accordance with CPA Global's Privacy Policy at CPA Global's Trust Centre or available on request.

3.3. Unless expressly agreed between CPA Global and the Subscribing Organisation, User shall not pass to CPA Global any information, data, reports, or other materials that: (i) have a classification under the Export Administration Regulations (**EAR**) other than "EAR 99"; or (ii) are controlled for export under the International Traffic in Arms Regulations (**ITAR**); or (iii) are specially designed, developed, configured, adapted, or modified for a military application. User acknowledges that it retains control of the purpose for which, and the manner in which, CPA Global will process any export sensitive and/or personal information contained in User Data on User's behalf.

4. **PAYMENT.**

4.1. The services and products made available through the Platform include a variety of offerings, some of which are made available for a fee (**Paid Service(s)**) and others that are made available at no charge (**No Fee Service(s)**). User may also be offered a subscription on a trial basis (**Trial Service(s)**). In order to access Paid Services and Trial Services, a Subscribing Organisation will need to create a billing account (**Billing Account**).

4.2. When User purchases a Paid Service(s) they do so under the authority of their Subscribing Organisation. CPA Global shall bill the Subscribing Organisation in accordance with the agreed details for the Billing Account.

4.3. **Errors.** If CPA Global makes an error on User's bill, CPA Global will correct it promptly after User tells CPA Global and CPA Global investigates the charge, provided that User tells CPA Global within 120 days after an error first appears on User's bill. User releases CPA Global from all liability and claims of loss resulting from any error that User does not report to CPA Global within 120 days after the error first appears on User's bill. If User does not tell CPA Global within this time, CPA Global will not be required to correct the error.

4.4. **Cancelling a Paid Service.** User may cancel a Paid Service in accordance with the terms and conditions for such Paid Service. Cancellation of the Paid Service by User will not alter User's obligation to pay all charges made to the Billing Account or any amounts otherwise due.

5. **THIRD PARTY LINKS.**

The Platform may contain links and access to third party sites where User may purchase products and services from third parties. Such linked sites are not under CPA Global's control and CPA Global is not responsible for the content of any linked site or any link contained in a linked site. CPA Global reserves the right to remove any links at any time. CPA Global does not endorse the companies or products to which it links and reserves the right to note such on its web pages. If User decides to access any of the third party sites linked User does so entirely at its own risk.

6. **WARRANTY.**

Except to the extent set forth in this PAA, access to the Platform and access to the Content are provided by CPA Global "as is". User assumes all risk of use and no warranty is given that such access will be error-free or uninterrupted. CPA Global is not responsible for invalid destinations and transmission errors in, corruption of, or the security of information carried over telecommunications carriers' or other providers' facilities. User acknowledges that substantial amounts of the Content of the Platform are provided by third parties, and CPA Global has no control over, or liability for any such content. Under no circumstance will CPA Global be responsible for access by User of the Platform or the Content. CPA Global reserves the right, in its sole discretion, to supplement, modify or discontinue any aspect of the Platform, including without limitation restricting the times of availability or means of access.

7. **LIMITATION OF LIABILITY.**

User agree that User bears all risks associated with using or relying upon Content on the Platform. IN NO EVENT SHALL CPA GLOBAL HAVE ANY LIABILITY HEREUNDER TO YOU FOR ANY LOSSES OR DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, DATA OR USE, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT CUSTOMER OR USERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR THE AVOIDANCE OF DOUBT THIS CLAUSE 7 DOES NOT APPLY TO THE SERVICES SUCCESSFULLY ACCESSED VIA THE PLATFORM EACH OF WHICH HAVE THEIR OWN LIABILITY TREATMENT UNDER THEIR SERVICES TERMS.

8. **ENFORCEMENT.**

CPA Global and CPA Global's agents reserve the right to investigate any violation of this PAA and to take appropriate remedial action. Any violation of this PAA may result in the suspension or termination of User's ability to use or participate on the Platform and its associated pages. CPA Global reserves the right to enforce this PAA at its sole discretion, including, but not limited to, warning User of violations, disabling or suspending privileges and/or access, deleting, screening or editing any content, or prohibiting any behavior that does not comply with this PAA, or which CPA Global otherwise deem inappropriate, harmful, objectionable or inaccurate. Deliberate attempts by User to evade or circumvent the suspension or termination of User's use or participation on the Platform violates this PAA, constitutes an unlawful trespass to CPA Global's equipment and systems, and may result in legal action. CPA Global may release information concerning User's use of the Platform (including posted content, registration information, and network records) when CPA Global believe release is appropriate to comply with the law (e.g., pursuant to a subpoena, warrant or court order); to enforce or apply this PAA; to protect CPA Global's rights or property; to protect against fraudulent, abusive or unlawful use or participation on the Platform; or if CPA Global reasonably believe that a situation involving imminent danger of death or serious bodily injury to any person requires disclosure. No failure or delay by either party in exercising any right under this PAA shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. To report violations of this PAA, please email your designated customer engagement manager with appropriate details, including User's contact information.

9. **NOTICES.**

Unless otherwise expressly stated in this PAA, all notices and other communications required or permitted to be given under this PAA shall be in writing and shall be deemed duly served if mailed electronically to the email address provided by User and/or CPA Global.

10. **ASSIGNMENT AND SUBCONTRACTING.**

CPA Global shall be entitled to assign this PAA in whole or in part to any of its Affiliates at any time. CPA Global shall be entitled to sub-contract the whole or any part or parts of its performance of the Platform. This shall not relieve CPA Global from any liability or obligation under this PAA and CPA Global shall be responsible for the acts, omissions or defaults of any sub-contractor as if they were the acts, omissions or defaults of CPA Global. User may not assign, transfer, charge, sub-contract or otherwise dispose of the whole or any part or parts of this PAA or any of its rights or obligations arising hereunder without the prior written consent of CPA Global. This PAA shall be binding upon and inure to the benefit of the parties' successors, legal representatives and assigns.

11. **GENERAL.**

(a) In rendering services hereunder, CPA Global is acting solely as an independent contractor and not as an agent, employee or partner of User for any purpose. CPA Global has no authority to enter into any contracts or assume any obligations for User; (b) This PAA shall not restrict or prevent CPA Global from pursuing other business interests or providing services to other parties while this PAA is in effect; (c) The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to this PAA does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right later to enforce or to exercise it; (d) If any term of this PAA is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from this PAA and shall in no way affect the legality, validity or enforceability of the remaining terms; (e) This PAA contains all the terms agreed between the parties regarding access to the Platform and supersedes any prior agreement, understanding or arrangement between the parties whether oral or in writing. For the avoidance of doubt, this PAA shall prevail over any terms and conditions contained in or referred to in any documents or correspondence previously submitted to User or any terms and conditions included in any purchase order issued by User for access to the Platform hereunder. Each of the parties acknowledges and agrees that (i) in entering into this PAA it has not relied on, and shall have no remedy in respect of, any statement, representation, warranty or understanding other than the statements, representations, warranties and understandings expressly set out in this PAA; and (ii) its only remedies in connection with any statements, representations, warranties and understandings expressly set out in this PAA shall be for breach of contract as provided in this PAA, provided that nothing in this PAA shall operate to limit or exclude either party's liability for fraud or for death or personal injury resulting from its negligence; (f) Except as expressly set out in this PAA, the Parties do not require the consent of any third party to rescind or terminate this PAA or to vary it in any way. No provision of this this PAA is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this this PAA, whether by law or otherwise; (g) The construction, validity and performance of this PAA and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to it or its function shall be governed by the laws of the Commonwealth of Virginia if User accesses the Platform in North America or the laws of England, if User accesses the Platform outside of North America; and (h) User irrevocably submits to the exclusive jurisdiction of Virginia courts (if Virginia law governs) or English courts (if English law governs) (without prejudice to CPA Global's right to commence proceedings in any other jurisdiction) to resolve any dispute between them.

12. CHANGES TO TERMS.

CPA Global may change the terms of this PAA from time to time. Any changes will take effect 30 days after they are posted. User should check periodically for changes to these terms. If the User does not agree to the revised terms the User must cease access to the Platform immediately.

13. DEFINITIONS.

For purposes of this PAA, the following capitalized words, terms and phrases, shall have the following meanings:

Content means any data, metadata, metrics, charts, graphs, literature, or other content in any form that is contained within, or provided alongside, the Platform.

CPA Global Site means the web site operated by CPA Global through which the Platform is made available to User.

Subscribing Organisation means the legal entity which has authorized a particular User's use of the Platform;

Technology means all software used in the operation, management or maintenance of the Platform or the CPA Global Site, and all other software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to User by CPA Global in providing the Platform.

AGENT SERVICE TERMS CONNECT

You have been provided access to Connect in your capacity as a User (as defined in the Platform Access Agreement (**PAA**)), due to your relationship as a law firm or other service provider (**Agent**) of a customer (**Customer**) of CPA Global Limited of the address Liberation House, Castle Street, St.Helier, Jersey JE1 1BL with number 93743, or one of its affiliates, due to the Customer's request that you participate in its use of Connect to facilitate its interactions with you. Your use of Connect is governed by the PAA and the following additional terms:

1. No Partnership nor Agency

We do not act on your behalf and nothing in these Agent Service Terms agreement or our engagement with you is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

2. No Legal advice

CPA Global is not responsible for the conclusion of any legal advice and/or prosecution services between the Agent and the Customer, the provision of which and any related, advice, instructions or otherwise including those related to the substantive prosecution services and/or other legal services you may provide is a relationship that exists exclusively between you and your client, for which CPA Global shall have no involvement.

3. Intellectual Property Rights:

Each Party shall retain all right, title and interest in and to its pre-existing intellectual property. Each Party grants a limited licence to use, copy, store its pre-existing property to the extent necessary to discharge each Party's obligations. Where you have reported any suggestions or improvements, we shall own all rights therein without further liability or compensation to you and you assign them to us. Nothing in these terms shall be construed as creating an exclusive relationship between the Parties.

4. Confidentiality

Confidential Information shall mean information, in any form whatsoever, that is confidential to a party (the Disclosing Party) or to any third party to whom the Disclosing Party owes a duty of confidentiality, but excluding confidential information which, at the time of its disclosure by the Disclosing Party, is in the public domain otherwise than by breach of any legal obligations.

Without prejudice to any confidentiality obligations prior agreed, the recipient of Confidential Information (Receiving Party) shall: (a) treat Confidential Information as strictly confidential; (b) not disclose Confidential Information to any third party except: (i) to its staff, affiliates or advisors that need to know in connection with the Receiving Party's obligations herein; or (ii) if required to be disclosed by applicable law or order of a court of competent jurisdiction or other competent authority; (c) if requested, procure that each of person to whom Confidential Information is disclosed in this paragraph shall execute promptly and deliver a suitable confidentiality undertaking to the Disclosing Party; and (d) not use Confidential Information for any purpose whatsoever other than in relation to its obligations. The obligation of Confidentiality will continue for the duration of this agreement and survive for a further 10 year period from termination.

5. **OFAC:** You must adhere to all OFAC guidelines and comply with CPA Global's designated financial institution's policies. CPA Global shall not be liable for failure to process any payments due to sanctions or other financial restrictions or guidelines that are outside the control of CPA Global

6. **Liability:**

Connect and your participation with this software is provided on a “AS IS” basis and we shall have no liability to you and/or in relation to your relationship with your client(s). CPA Global shall not be liable for any indirect, incidental, consequential or special damages including but not limited to lost data, lost profits, lost revenues, loss of goodwill or punitive damages, whether arising under tort or contract, even if CPA Global has been made aware of the possibility of such damages.

7. **Termination.** We may at our sole discretion terminate your access to Connect at any time.

8. **Governing law and jurisdiction.** This Contract shall be governed by, and construed in accordance with, the law of England and Wales. Each party irrevocably submits for all purposes in connection with this Contract to the exclusive jurisdiction of the courts of England.