

## CreateiQ Live User Terms and Conditions

### **Important Notice – Please review this document**

This document (the “**Terms**”) governs the relationship between Linklaters Business Services trading as CreateiQ (“**CreateiQ**”, “**we**”, “**us**” and/or “**our**”) and you and sets out the terms and conditions by which you may access and use the CreateiQ platform (defined below).

The Terms shall apply to your access to the CreateiQ Platform and the Services that CreateiQ will provide to you via the CreateiQ Platform. By accessing and using the CreateiQ Platform, you agree to be bound by the Terms, as may be amended or varied by us from time to time. Your acceptance is on your behalf on and behalf of any corporate entity that employs you or that you represent in connection with your activities on the CreateiQ Platform. For purposes of these Terms, “you” and “your” means you as the User of the Platform and Services.

**The Terms form a legally binding agreement between you and us. Please take the time to read them carefully.**

**In these Terms:**

### **1 Definitions**

“**Confidential Information**” means any and all information of a confidential or proprietary nature, in any form or medium (whether oral, written, electronic or other), that is disclosed pursuant to these Terms, to the extent such information is identified as confidential at time of disclosure or is disclosed under circumstances that would reasonably indicate confidential treatment. All information consisting of or relating to a party’s technology, trade secrets, know-how, business operations, plans, strategies, customers, pricing, and information with respect to which a disclosing User has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as “confidential”, shall be deemed Confidential Information. Confidential Information includes: (a) all Documents and Modified Documents; (b) any correspondence, communications conducted by Users through the CreateiQ Platform; and (c) User information (including Personal Data) made available through the CreateiQ Platform.

“**CreateiQ Platform**” means the document automation platform developed by CreateiQ and deployed to Users for use in reviewing, drafting, negotiating, amending, modifying, contracting and performing any actions pursuant to the Services offered by the platform, in relation to the Documents.

“**Data Protection Legislation**” means the following legislation to the extent applicable from time to time: (a) national laws implementing the Directive on Privacy and Electronic Communications (2002/58/EC); (b) the General Data Protection Regulation (2016/679) and any national law issued under that Regulation; and (c) any other similar national privacy law.

“**Document(s)**” means any document(s) that a User provides or makes available for upload, or is made available to a User on the CreateiQ Platform.

“**Feedback**” has the meaning specified in Section 5.3.

“**CreateiQ Indemnatee**” has the meaning specified in Section 0

“**CreateiQ IP**” has the meaning specified in Section 6.1.

**“Modified Documents”** means any Documents that have been uploaded on the CreateiQ Platform and which have undergone any negotiation, amendment, change, processing, or any action by any User pursuant to the Services.

**“CreateiQ Personnel”** means individuals involved in the performance of the Services as employees, agents, independent contractors or subcontractors of CreateiQ.

**“Person”** means any natural person, partnership, corporation, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization or other entity or any governmental entity or any department, agency or political subdivision thereof.

**“Personal Data”** means any personal data (as such term is defined in Data Protection Legislation) processed as part of the Services or in connection with this Agreement.

**“Recipient User”** has the meaning specified in Section 3.2.

**“Representatives”** means, with respect to a party, that party’s employees, officers, directors, agents, independent contractors, service providers, subcontractors and legal advisors.

**“Right”** means any right, power or remedy in connection with these Terms.

**“Sanctions”** means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the government of the United States of America, including the Office of Foreign Assets Control of the US Department of the Treasury and the US Department of State; the United Nations Security Council; the European Union and/or any of its member states; Her Majesty’s Treasury of the United Kingdom or other relevant sanctions authority; and/or the government(s) of the jurisdiction(s) in which you are registered to operate.

**“Services”** means the associated functionality and services of CreateiQ, including but not limited to User support, technical, and maintenance services.

**“Subcontractor”** means a contractor, agent, service provider, third party or consultant retained by CreateiQ pursuant to a written agreement, or otherwise used by CreateiQ for the performance of the Services, including any Person, directly or indirectly employed by or otherwise retained by that contractor, agent, service provider, third party or consultant.

**“User”** means a user of the CreateiQ Platform and its Services, whether or not such user holds an account with CreateiQ.

**“User Information”** means any information, including Personal Data, relating to a User provided by the User, or on the User’s behalf, to CreateiQ or which is otherwise received by CreateiQ in connection with the CreateiQ Platform.

**“User IP”** has the meaning specified in Section 6.3.

## **2 Conditions of Use**

**2.1** By accessing or using the CreateiQ Platform, you confirm that you accept the Terms and agree to comply with them. To access and use CreateiQ, you must submit certain personal details. Please see the CreateiQ [Privacy Notice](#) and [Cookie Notice](#) which set out how CreateiQ processes personal information

**2.2** To access or use the CreateiQ Platform, you represent, warrant and undertake that:

**2.2.1** you are fully able and legally competent to agree to these Terms;

- 2.2.2 you will comply with CreateiQ's notices, guidelines and operating rules and policies pertaining to your access to the CreateiQ Platform and the use of the Services which CreateiQ issues from time to time. These notices, guidelines and operating rules and policies will generally be notified to you via the CreateiQ Platform or such other method of notification as may be designated by CreateiQ;
  - 2.2.3 you have the adequate authorizations, consents and rights to perform your actions with respect to the Documents on the CreateiQ Platform;
  - 2.2.4 the purposes for access to the CreateiQ Platform and use of the Services are lawful and you will abide by all applicable laws, including, but not limited to, all applicable Sanctions, in your use of CreateiQ and Services;
  - 2.2.5 all information provided by you, including User Information, to CreateiQ is true, accurate, complete and valid without any concealment at all times and in the event there are any changes to the information provided by you, you shall update CreateiQ immediately with respect to any changes to such information;
  - 2.2.6 you have all the necessary rights (and licenses, if applicable) to provide CreateiQ the relevant User IP for upload and use of the Documents on the CreateiQ Platform and to perform the Services. Furthermore, you understand and agrees that as part of the upload process, CreateiQ may digitize, process, reformat, and/or transform User IP by suitable means for upload onto the CreateiQ Platform; and
  - 2.2.7 you have the legal right, power and authority to agree to these Terms (on your own behalf and on behalf of the business entity (company, organization or entity) that employs or authorizes you to use the CreateiQ Platform) and that these Terms constitute legal, valid and binding obligations enforceable against you and/or such business entity. In such case, "you" and "your" includes you and such business entity (including a business, organization or entity, as appropriate).
- 2.3 CreateiQ may identify You as a user of the CreateiQ Platform on a confidential basis for the purpose of facilitating negotiations on the CreateiQ Platform.

### **3 Confidentiality**

- 3.1 Subject to Section 3.2, you agree that all information, Documents, materials obtained, provided or made available to you on the CreateiQ Platform and through use of its Services is Confidential Information. You agree and undertake to:
- 3.1.1 keep all Confidential Information secret and confidential;
  - 3.1.2 not access, use or reproduce Confidential Information other than for the purposes specifically and duly authorised by the owner of Confidential Information; and
  - 3.1.3 take all steps reasonably necessary to safeguard the Confidential Information from unauthorized use, use or disclosure.
- 3.2 Confidential Information does not include information that a recipient User ("**Recipient User**") can demonstrate by written or other documentary records:
- 3.2.1 was rightfully known to the Recipient User without restriction on use or disclosure prior to such information's being disclosed or made available to the Recipient User in connection with these Terms;

- 3.2.2 was or becomes generally known by the public other than by the Recipient User or any of its Representatives' noncompliance with these Terms;
  - 3.2.3 was or is received by the Recipient User on a non-confidential basis from a third party that, to the Recipient User's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or
  - 3.2.4 was or is independently developed by the Recipient User without reference or use of any Confidential Information.
- 3.3 You agree to treat the existence and content of the CreateiQ Platform as Confidential Information and not disclose or use any information received or obtained in connection with the access and use of the Services.
- 3.4 Within 60 days of effective termination of these Terms, you shall, and shall cause your Representatives to: (i) return to the disclosing party all of the Confidential Information, including all copies, reproductions, summaries, analyses or extracts thereof or based thereon or (ii) destroy (including expunging all such Confidential Information from any computer, word processor or other device containing such information) all such Confidential Information in your possession. You, and your Representatives, may retain portions of the Confidential Information to the extent that it is required by law or to satisfy the rules and regulations of a regulatory body to which you are subject or to comply with your standard electronic backup or archival procedures if deletion is not reasonably practicable so long as such Confidential Information is not readily accessible. For the avoidance of doubt, all duties and obligations existing under these Terms will continue to apply to such retained Confidential Information. Notwithstanding any such return or destruction of the Confidential Information, you and your Representatives will continue to be bound by the obligations of confidentiality hereunder.

## **4 Data Security and Protection**

- 4.1 To the extent that CreateiQ processes any Personal Data on your behalf, the remainder of this Section shall apply.
- 4.2 Data Protection
  - 4.2.1 CreateiQ shall:
    - (i) only process Personal Data on your documented instructions, unless required to process that Personal Data for other purposes by applicable law. Where such a requirement is placed on CreateiQ, it shall provide prior notice to you to the extent legally permissible;
    - (ii) inform you if, in CreateiQ's opinion, your instructions would be in breach of Data Protection Legislation;
    - (iii) if requested by you and at your cost, provide reasonable assistance to you to respond to and fulfil requests from individuals exercising their rights under Data Protection Legislation; and
    - (iv) if requested by you and at your cost, provide reasonable assistance to you to conduct privacy impact assessments (and any related consultations) where required under Data Protection Legislation.
  - 4.2.2 Within 60 days of effective termination of this Agreement, CreateiQ shall delete any data (including Personal Data) provided by you, but CreateiQ may retain a copy of

such Personal Data for archival or record purposes only to the extent it is obliged to do so by applicable law.

- 4.2.3 CreateiQ shall not transfer Personal Data processed under this Agreement to a country which does not provide the level of protection for Personal Data required by the Data Protection Legislation except (a) with your consent or (b) using a valid method of transfer.

#### 4.3 Data Security

- 4.3.1 CreateiQ shall, or shall direct that its Subcontractors shall, implement appropriate technical and organizational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access. This shall include:

- (i) ensuring any of its employees, agents or other Persons to whom it provides access to Personal Data are obliged to keep it confidential;
- (ii) the use of pseudonymization and encryption of Personal Data, where appropriate;
- (iii) reasonable measures to ensure the ongoing confidentiality, integrity, availability and resilience of CreateiQ's, or its Subcontractors' systems and services;
- (iv) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;
- (v) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing of Personal Data; and
- (vi) providing you with reasonable assistance to comply with your own data security obligations under Data Protection Legislation.

#### 4.4 Security Breaches

CreateiQ shall notify you without undue delay should it become aware of a security breach affecting the Personal Data related to your account.

#### 4.5 Use of Sub-processors

- 4.5.1 CreateiQ shall provide no less than sixty (60) days prior written notice to you of its intention to engage further processors to process Personal Data ("**Further Processors**").
- 4.5.2 CreateiQ shall give you prior notice of any intended addition to or replacement of any changes to processors or appointment of Further Processors. If you reasonably object to that change, you may terminate this Agreement on 30 days' written notice to CreateiQ and CreateiQ shall thereafter promptly refund to you any unearned Fees with respect to the period following the effective date of termination.
- 4.5.3 CreateiQ shall ensure that it has a written contract with any Further Processors it engages to process Personal Data. That contract must impose obligations on any such Further Processor equivalent to those set out in this Section 4.

### 5 Data and Feedback Collection and Use

- 5.1** CreateiQ may provide technical assistance relating to the maintenance of the CreateiQ Platform and its Services which may involve Personnel gaining access to your commercial data. You consent to CreateiQ and its Personnel accessing the commercial data solely for this purpose.
- 5.2** CreateiQ may collect and use data and other information (such as User Information), which may include Personal Data, from your use of the CreateiQ Platform. You hereby grant CreateiQ and its Personnel a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable license, with the right to sublicense, to use such data as CreateiQ determines is necessary to perform the Services, and for the ongoing modification, development and improvement of the CreateiQ Platform. You acknowledge and agree that CreateiQ may analyze, use and report such data on an aggregated and anonymized basis for the purposes stated above.
- 5.3** You may provide from time to time, either upon our request or at your discretion, feedback, information, improvements, suggestions, inputs and other observations in connection with the CreateiQ Platform, CreateiQ's Services or other products and services (collectively "**Feedback**") and you agree that all intellectual property rights to such Feedback are and will be owned by CreateiQ and you hereby assign any and all intellectual property rights you may have presently or in the future in such Feedback to CreateiQ upon creation.

## **6 Intellectual Property**

- 6.1** CreateiQ (or its licensors) retains and owns all intellectual property rights to the CreateiQ Platform and any material, documents, information, data, reports, methodologies, knowhow and any all modifications, adaptations and enhancements thereof, created or developed by any User in connection with CreateiQ and/or the Services under the Terms, excluding: (i) the Documents it has been provided with for upload from a User (or its licensors or employing entities) and (ii) Modified Documents ("**CreateiQ IP**"). You hereby transfer and assign upon creation any rights, title and interest you may have to the CreateiQ IP to CreateiQ.
- 6.2** CreateiQ grants you a limited, royalty-free, non-exclusive, non-transferable, non-sublicensable, revocable, limited license to access and use the CreateiQ IP for the sole purpose and extent necessary for the activities contemplated under the Terms. You must not (and must not permit any third party to) use, sell, copy, develop, distribute any part of the CreateiQ Platform (including object code or source code) or replicate, reverse-engineer, decompile or disassemble any tools associated with the CreateiQ Platform.
- 6.3** You (or your licensors or employing entities) retain and own all intellectual property rights to: (i) the Documents which have been provided by you (or your licensors or employing entities) for upload on the CreateiQ Platform; and (ii) the Modified Documents ("**User IP**") and hereby grant CreateiQ an unlimited, royalty-free, non-exclusive, non-transferable, non-sublicensable, revocable, license to access and use the User IP for the sole purpose and extent necessary for the activities contemplated under these Terms.
- 6.4** For the avoidance of doubt, your intellectual property rights to the Documents are limited to those Documents for which you have made available to CreateiQ for upload on the CreateiQ Platform, and do not include the Documents which have been made available for your access and use on the CreateiQ Platform from time to time, to the absolute discretion of CreateiQ.

## **7 User Representations and Warranties and Covenants**

- 7.1** In connection with any User IP uploaded, used or modified in connection with the CreateiQ Platform, you represent, warrant and undertake on an ongoing basis throughout the term of your use of the CreateiQ Platform that:
- 7.1.1** you have all the necessary rights (and licenses, if applicable) to provide CreateiQ the relevant User IP for upload and use on CreateiQ and to perform the Services;
  - 7.1.2** the User IP does not violate the intellectual property rights or other rights of any third party;
  - 7.1.3** the User IP (a) does not infringe or violate any publicity, privacy rights, law or regulation, (b) is not defamatory, harmful to minors, or materially false, misleading or inaccurate, and (c) does not bring CreateiQ (or its affiliates) into disrepute; and
  - 7.1.4** the User IP does not contain any virus or programming routines that may damage, surreptitiously intercept or expropriate any system or data.

Without limiting your obligations under these Terms, in the event that you no longer have the necessary rights for the User IP to be uploaded, used or modified on the CreateiQ Platform for any reason, you will promptly notify CreateiQ in writing to enable CreateiQ to remove the User IP from the CreateiQ Platform.

## **8 Indemnity**

You shall indemnify and hold harmless CreateiQ, its affiliates, partners and personnel ("**CreateiQ Indemnatee**") from and against any and all damages, losses, costs, liabilities and expenses (including reasonable lawyers' fees and costs) incurred by a CreateiQ Indemnatee in connection with any actual or threatened claim, action or proceeding arising out of or relating to (a) any breach of these Terms by you or your Representatives or (b) any claim of your counterparty in relation to any Documents or Modified Documents on CreateiQ.

## **9 Termination**

CreateiQ may terminate your use and access to the CreateiQ Platform and cease the provision of the Services by its discretion at any time without prior notice.

## **10 Effect of Termination**

- 10.1** On the effective date of termination of these Terms, you must: (i) immediately cease access and use of the Services and the CreateiQ Platform; and (ii) promptly delete or remove all User IP from the CreateiQ Platform (and if you fail to do so in a timely manner, you hereby permit us to delete all User IP from the CreateiQ Platform and CreateiQ's systems in CreateiQ's sole discretion).
- 10.2** In the event of any termination of these Terms in accordance with Section 9, these Terms (other than Sections 3 (Confidentiality), 5.1 (Data), 6 (Intellectual Property), 7 (User Representations and Warranties and Covenants), 8 (Indemnity), 10 (Effect of Termination), 11 (Limitations of Liability) and 12 (General) and all applicable defined terms, which shall survive the termination of these Terms and remain in full force and effect) shall forthwith become wholly void and of no further force and effect; provided that nothing herein shall (a) prejudice any rights of any party hereto which have arisen on or before the date of termination, or (b) relieve or release any party hereto of any liability or damages arising out of such party's fraud or intentional breach of these Terms.

## **11 Limitations of Liability**

- 11.1** In your use of the CreateiQ Platform, you acknowledge and understand that there is a likelihood for human and machine errors, omissions, delays and losses (including but not limited to viruses or inadvertent loss of data or damage to media) that may give rise to loss or damage. CreateiQ will not be liable for such errors, omissions, delays or losses, and you acknowledge that you will be responsible for any periodic back-ups of data and Modified Documents as you deem necessary.
- 11.2** CreateiQ reserves the right to amend, modify, update, add and remove any Documents on the CreateiQ Platform from time to time pursuant to its separate arrangements and instructions with the owners or licensors of the Documents. CreateiQ makes no representation as to the availability, accuracy, completeness of the Documents on the CreateiQ Platform.
- 11.3** CreateiQ reserves the right to introduce, add, amend, modify, update, discontinue and perform other actions in relation to the CreateiQ Platform, its background portals and systems (including APIs) and its Services from time to time as part of the ongoing development of the CreateiQ Platform. Any offering of any feature or Service of CreateiQ at any point does not constitute any representation, warranty or undertaking that such feature, function or Service will be available on a continuing basis.
- 11.4** Access to the CreateiQ Platform is provided on an “as is” basis, without any express or implied warranties whatsoever, including the functionality, merchantability, fitness, availability or operations of CreateiQ and its Services. To the maximum extent permissible under applicable law, CreateiQ shall not be liable to you, whether in contract, in tort (including negligence), under any statute or otherwise, for any costs, expenses, loss or damage (whether economic or other and whether direct, indirect, special, punitive, exemplary or consequential, including, without limitation, any loss of profit (including anticipated profits), revenue, business, customers, goodwill, reputation, management time, contracts, opportunities, diminution of value or data, regardless of whether such loss or damage was foreseeable or the party suffering the loss or damage has been advised of the possibility of such loss or damage) arising from your use of the Services.
- 11.5** You understand, acknowledge, and agree that CreateiQ in all capacities in which it performs hereunder is a limited passive provider of the Services and that CreateiQ does not and will not serve as a counterparty to any transaction on the CreateiQ Platform. The obligations of CreateiQ under these Terms are, and shall be limited to, those specifically provided herein to the exclusion of all other obligations and responsibilities. You absolutely, unconditionally, and irrevocably acquit and absolve CreateiQ from any and all responsibility or liability related to transactions conducted on the CreateiQ Platform, other than to the extent arising out of CreateiQ’s breach of these Terms. Subject to this Section 11 and to the fullest extent permitted by applicable law, CreateiQ’s aggregate liability in relation to these Terms and the Services provided hereunder will not exceed a cap of £1,000.

## **12 General**

- 12.1 Modifications:** We reserve the right, at any time, to modify, alter, or update these Terms without prior notice. Modifications shall become effective immediately upon being posted on CreateiQ. Your continued use of the CreateiQ Platform and its Services after modifications to the Terms are posted constitutes an acknowledgement and acceptance of these Terms along with its modifications.
- 12.2 No Assignment:** You shall not assign, novate or otherwise transfer any rights or obligations, in whole or in part, under these Terms without CreateiQ’ prior written consent and any such



assignment without such prior written consent shall be null and void. Except as provided in Section 8 with respect to indemnification of CreateiQ Indemnitees hereunder, nothing herein shall confer any rights upon any person or entity other than the parties hereto and their respective heirs, successors and permitted assigns.

- 12.3 Governing Law:** These Terms shall be governed by and construed in accordance with the laws of the State of New York. The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of New York and the Federal courts of the United States of America located in the State, City and County of New York, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that these Terms or any of such document may not be enforced in or by said courts, and the parties irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a New York State or Federal court. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- 12.4 No Waiver:** The failure of CreateiQ to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 12.5 Entire Agreement:** These Terms constitute the entire agreement between the parties with respect to the subject matter hereof. All prior agreements, understandings, negotiations or representations, whether oral or in writing, relating to the subject matter hereof are superseded and cancelled in their entirety.
- 12.6 Severability:** If any provision hereof is inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision herein contained invalid, inoperative, or unenforceable to any extent whatsoever. If any provision hereof shall be adjudged to be excessively broad as to duration, geographical scope, activity or subject, the parties intend that such provision shall be deemed modified to the minimum degree necessary to make such provision valid and enforceable under applicable law and that such modified provision shall thereafter be enforced to the fullest extent possible.
- 12.7 Disclaimer:** Your use of the Services does not constitute the provision by CreateiQ of any legal services nor is an attorney-client relationship established by entry into these Terms.
- 12.8 No Exclusivity:** Your access and use and these Terms are non-exclusive. You understand that CreateiQ may provide access and use to the CreateiQ Platform to third parties.
- 12.9 Section Headings:** The headings of Sections of these Terms are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning, interpretation or construction of these Terms.
- 12.10 Construction:** Unless the context of these Terms otherwise clearly requires, (i) references to the plural include the singular, and references to the singular include the plural; (ii) the words "include," "includes" and "including" do not limit the preceding terms or words and shall be deemed to be followed by the words "without limitation"; (iii) the terms "hereof", "herein", "hereunder", "hereto" and similar terms in these Terms refer to these Terms as a whole and not to any particular provision of these Terms; (iv) the terms "day" and "days"

mean and refer to calendar day(s); and (v) the terms “year” and “years” mean and refer to calendar year(s).