

ALACRITY

Alacrity Use Agreement

This Agreement governs your use of and our commitments in relation to the Alacrity Platform. It is between:

- (i) You, a user of legal services ("**You**"); and
- (ii) Alacrity Law Limited, a company incorporated in the United Kingdom with its registered office at 130 Wood Street, London, EC2V 6DL under company registration number 10607888 ("**Alacrity**", "**We**" or "**Us**") in respect of any services provided by Alacrity via our platform: app.alacritylaw.com (the "**Alacrity Platform**").

The date you first access the Alacrity Platform is the ("**Start Date**").

1 INTRODUCTION

- 1.1 The Alacrity Platform allows Law Firms and users of legal services to manage their relationships in a better way. You may use the Alacrity Platform to request proposals for the supply of legal services and to manage the supply of those services.
- 1.2 Law Firms, who have signed up to use the Alacrity Platform, may appoint users to engage with you through the Platform and to use the Alacrity Platform to submit proposals and information to you.
- 1.3 The arrangements you agree to with Law Firms for the supply of legal services are between you and the Law Firm. We are not a party to those arrangements or responsible for the delivery of the legal services. Any engagement letter you have in place with a Law Firm and the obligations of the Law Firm to operate in accordance with professional rules are not affected by this Agreement or your use of the Alacrity Platform.

2 TERM, TERMINATION AND AMENDMENT

- 2.1 Your access to the Alacrity Platform will start on the Start Date and will continue until this Agreement is terminated by either of us ("**End Date**").
- 2.2 Either You or We may serve written notice to terminate this agreement at any time. Should such notice be served your access to the Alacrity Platform will be terminated with effect on the date such notice is served.
- 2.3 We may alter the terms of this Agreement. We will give you forty-five days' notice of the alteration and, if you do not wish to accept the amended terms, you may terminate this Agreement and your access to the Alacrity Platform in accordance with clause 2.3.
- 2.4 We may immediately terminate this Agreement and your access to the Alacrity Platform if:



ALACRITY

- a) You use or permit the use of the Alacrity Platform otherwise than in accordance with the provisions of this Agreement; or
- b) We are prohibited, under the laws of England and Wales or otherwise, from providing the Alacrity Platform.

2.5 On termination of this Agreement we will terminate your access and access by your Users to the Alacrity Platform.

3 FEES

3.1 The platform is free for you to use.

4 ACCESS AND USE OF THE ALACRITY PLATFORM

4.1 On the Start Date, we will allow your Users to access the Alacrity Platform. Your Users are your employees and individual contractors for whom you are responsible. Users may not be people outside of your organisation. Your use of the Alacrity Platform is dependent on you and your Users complying with the obligations set out in this Agreement.

4.2 Users must sign in to the Alacrity Platform using an individual user name and we will issue your Users with a password to enable them to access the Alacrity Platform. The Users must keep the password confidential and must not share or permit access to the Alacrity Platform by any other person. You are responsible for ensuring Users' compliance with the **Use Rules** (below) and accept responsibility and liability for the acts and omissions of Users.

4.3 You must promptly notify us if any User ceases to be your employee or contractor or is otherwise no longer to be permitted access to the Alacrity Platform for whatever reason and such User's username and password will be deactivated.

4.4 All Users must comply with the following **Use Rules**:

- a) Users must not act in an unlawful or unprofessional manner, including being dishonest, abusive or discriminatory;
- b) Users must not post content that:
 - i. infringes upon any rights of any third party, including but not limited to any intellectual property rights, privacy rights, and rights of publicity;
 - ii. is harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libellous, threatening, airing personal grievances or disputes, or otherwise inappropriate or objectionable;
 - iii. may constitute or contribute to a crime or tort;



ALACRITY

- iv. contains any information or content that is illegal;
 - v. contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or
 - vi. contains any information or content that is known to be incorrect.
- c) Users must not disclose information that they do not have the consent to disclose (such as confidential information of others) or misuse information obtained from the Alacrity Platform;
 - d) Users must not create a false identity, impersonate another person or otherwise misrepresent who they are or their affiliation with a person or entity.

4.5 You agree that you will not:

- a) Violate the intellectual property or other rights of Alacrity;
- b) Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Alacrity Platform or any related technology;
- c) Attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Alacrity Platform;
- d) Take or fail to prevent any action that imposes, or may impose at our sole discretion, an unreasonable or disproportionately large load on our infrastructure (such as, spam, denial of service attack, or viruses);
- e) Upload invalid data, viruses, worms, other harmful code or other software agents through the Alacrity Platform;
- f) Interfere with the proper working of the Alacrity Platform;
- g) Use the Alacrity Platform to generate spam, advertising, junk mail, chain letters or similar content or message;
- h) Bypass the measures we may use to prevent or restrict access to the Alacrity Platform.
- i) Override any security feature of the Alacrity Platform;
- j) Collect or harvest any personally identifiable information, including User or account names, from the Alacrity Platform;
- k) Rent, lease, loan, trade, sell/re-sell access to the Alacrity Platform or related data;
- l) Sell, sponsor, or otherwise monetise the Alacrity Platform;
- m) Remove any copyright, trademark or other proprietary rights notices contained in or on the Alacrity Platform;
- n) Monitor the Alacrity Platform's availability, performance or functionality for any competitive purpose.

5 OUR SUPPLY OF THE ALACRITY PLATFORM



ALACRITY

- 5.1 We warrant that our supply of the Alacrity Platform shall be done with reasonable skill and care and in a professional manner in accordance with good industry practice. We warrant that the Alacrity Platform will meet the description we have provided to you. We do not warrant that the Alacrity Platform is suitable for all your needs or fit for your specific purpose and all other warranties and conditions, whether express or implied by statute, common law or otherwise are excluded.
- 5.2 We will use reasonable efforts to ensure that the Alacrity Platform is available for your use during normal working hours. You acknowledge, though, that we cannot guarantee that the Alacrity Platform will be totally uninterrupted or error-free and that your use of it is dependent on the use of electronic communications facilities provided by third parties over which we have no control.
- 5.3 We may update or modify the Alacrity Platform from time to time to improve its features or performance. If you consider any such changes to be materially detrimental to your use of the Alacrity Platform you may, on 30 days' notice, terminate your use of the Alacrity Platform and receive a pro-rated refund of the fees paid for the unused portion of the year for which you have paid.
- 5.4 From time to time, we may:
- a) temporarily suspend for the purpose of emergency repair, maintenance or improvement, all or part of the Alacrity Platform without notice;
 - b) temporarily suspend all or part of the Alacrity Platform for scheduled support and maintenance by providing notifications and giving reasonable notice of such suspensions;
 - c) suspend access to the Alacrity Platform, or portion thereof, if in our sole reasonable discretion, the integrity or security of the Alacrity Platform is in danger of being compromised by acts of You or Users.

6 DATA

- 6.1 Your use of the Alacrity Platform will require the input of your content and content from law Firms. In respect of that content, we will comply with the obligations set out in clause 7 regarding personal data and with the obligations in clause 8 regarding confidentiality.
- 6.2 You will retain ownership of your data; however, we may collect aggregated and anonymised data from the Alacrity Platform in order to develop and improve our services and to conduct market surveys and publish recommendations about law firms and their areas of activity and expertise.
- 6.3 We may share data, excluding any personal data, with Law Firms as follows:
- a) Data relating to a successful proposal with Law Firms whose proposals were not successful;



- b) Data relating to your legal services buying behaviours over the previous twenty-four months.

7 DATA PROTECTION

- 7.1 The “Data Protection Laws” are the Data Protection Act 2018, the EU General Data Protection Regulation 2016/679 and the national laws that implement the GDPR into national law. Defined terms, such as personal data, data processor and data controller shall have the meaning given to them the Data Protection Laws. Both parties agree to comply with and fulfil their obligations under the Data Protection Laws. In particular, you shall ensure that you have the necessary consents in order to transfer personal data to us.
- 7.2 We may receive personal data from you that is necessary in order for us to fulfil our obligations under this Agreement and to allow your Users to access the Alacrity Platform. We will process such personal data as a data controller in accordance with our Privacy Policy.
- 7.3 You may include personal data of your employees or contractors or of the Law Firms in the content you place on the Alacrity Platform. The data will be the names, contact details, gender, ethnicity, relevant experience and fee rates of those individuals. In respect of that personal data, you are the controller and we are the processor and we will process that data for the duration of this Agreement and in accordance with your documented instructions (provided such instructions are in compliance with the Data Protection Laws) and with the following:
 - a) **Records:** We will keep records to demonstrate our compliance with the requirements in this clause.
 - b) **Security:** Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, we will implement and maintain appropriate technical and organisational measures to ensure the security of all personal data against unauthorised or unlawful processing or accidental loss, destruction or damage.
 - c) **Data transfer outside of the EU or EEA:** We shall not transfer personal data to a country outside the EU or EEA which the EU Commission has found does not provide an adequate level of protection unless the you agree to such transfer and we ensure that such processing is performed under appropriate safeguards and otherwise complies with the requirements regarding processing personal data outside of the EU/EEA.
 - d) **Assistance:** We shall provide reasonable assistance, as requested by you, in any data protection impact assessments or investigation or consultation with any data privacy supervisor authority or in relation to the exercise by a data subject of his/her rights under the Data Protection Laws.



- e) **Data Subject Request:** We will notify you if we receive a request from a data subject under any Data Protection Laws; and shall not respond to that request except on your documented instructions or as required by Data Protection Laws.
- f) **Employee Obligations:** We will take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to your personal data, ensuring in each case that access is strictly limited to those individuals who need to access the personal data. We shall ensure that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
- g) **Sub-processors:** You agree that we shall be entitled to use sub-processors to process personal data on our behalf in connection with this Agreement. We shall impose upon any sub-processor the same obligations related to the processing of personal data as set out in this Agreement by a written agreement between us and the sub-processor including terms which offer at least the same level of protection for personal data as those set out in this Agreement. Our sub-processors are:

Entity Name	Sub-processing Activities	Country from which the service is provided
Amazon Web Services Inc.	Cloud Service Provider	Ireland
Google, Inc.	Cloud Service Provider	Europe (multiple regions in the European Union)

- h) **Data Breaches:** In case of any data breaches and other events where the security of personal data has been compromised or we suspect it may have been compromised, we shall, without delay, notify you of the data breach and shall provide all pertinent information relating to the breach.
- i) **Return or Deletion of personal data:** We may only process personal data for as long as needed to comply with our obligations under this Agreement or in order to comply with applicable law. You may, within 14 days of the End Date, ask us to return, at your cost, a complete copy of all your personal data. If we do not receive such request, we shall, within 30 days of the End Date, delete all copies of your personal data.
- j) **Audit:** On reasonable notice (which shall not be less than 14 days) you, or such professional auditor appointed by you, may audit our compliance with the data processing terms of this Agreement and the Data Protection Laws. Such audit must be conducted so as to reduce the impact on us and we cannot be compelled to provide information relating to third parties. You shall reimburse our reasonable costs in complying with the audit.



ALACRITY

8 CONFIDENTIALITY

- 8.1 Confidential Information means information that is marked or identified as confidential or which is confidential in nature and that ought reasonably to be considered to be confidential. It includes technical information relating to the Alacrity Platform and content that you or any Law Firm places on the Alacrity Platform. Confidential information does not include information that is in the public domain through no fault of the recipient, information that was previously known to the recipient or independently developed or acquired by the recipient or anonymised, aggregated information generated through use of the Alacrity Platform.
- 8.2 Each party may use the confidential information of the other only as is strictly necessary in order to fulfil its obligations under this Agreement or to make use of the Alacrity Platform and, except as set out in clause 8.3 below, otherwise agrees to keep confidential and not disclose the confidential information of the other.
- 8.3 Either party may disclose the confidential information:
- a) to its employees, advisors and agents if they need to know it but must ensure that those people agree to keep it confidential;
 - b) if it is required to be disclosed by law or by regulation but must provide prompt notice to the other party of the obligation to disclose.
- 8.4 The obligations of confidentiality last for 2 years from the date of disclosure of the confidential information and survive termination of this Agreement.

9 INTELLECTUAL PROPERTY

- 9.1 All Intellectual Property Rights in the Alacrity Platform (except for any content placed on the Alacrity Platform by you or a Law Firm) shall remain with us and/or our licensors and no interest or ownership in the Alacrity Platform is conveyed to you under this Agreement.
- 9.2 We grant you a non-transferable, non-exclusive, non-assignable, revocable, world-wide, royalty free limited licence, without the right of sub-license, for Users to access and use the Alacrity Platform for your own internal business purposes during the term of the Agreement.
- 9.3 All rights in the content you and any Law Firm place on the Alacrity Platform shall remain the property of the contributor, or as agreed between you and any relevant Law Firm, and, save as set out in section 6 (Data and Data Protection) we shall acquire no right in such content.
- 9.4 You are free to provide us with feedback about the Alacrity Platform and, if you do, we shall have full rights to use such feedback to enhance, modify or improve the Alacrity Platform without any obligation to you.



10 INDEMNITIES

- 10.1 We shall indemnify you against any loss, damages or reasonable costs you incur in connection with claims, demands, suits, or proceedings made or brought against you by a third party claiming that your use of the Alacrity Platform infringes the Intellectual Property Rights of a third party; provided, however, that we will not have any liability for a claim to the extent the alleged infringement arises from:
- a) any content you or a Law Firm has placed on the Alacrity Platform;
 - b) any changes to the Alacrity Platform made at your specific written direction;
 - c) any use of the Alacrity Platform in contravention of the Use Rules; or
 - d) the combination of the Alacrity Platform with systems, materials or software other than as permitted by the Agreement.
- 10.2 If we believe that a claim could prevent you from receiving or using all or any part of the Alacrity Platform, we may:
- a) procure the right for you to make continued use of the Alacrity Platform;
 - b) replace or modify the Alacrity Platform so that it becomes non-infringing, as the case may be; or
 - c) terminate your access to the Alacrity Platform immediately on written notice to you, and refund to you the pro-rated portion of the fees paid for the year.
- 10.3 You shall indemnify us, our suppliers and agents against any loss, damage or reasonable costs we incur in connection with claims, demands, suits or proceedings made or brought against us by a third party claiming:
- a) that any content you have placed on the Alacrity Platform infringes the rights of a third party;
 - b) that their rights have been infringed by access to, or use of, the Alacrity Platform by a User in breach of the terms of this Agreement; or
 - c) that you have breached any Data Protection Laws
- 10.4 In respect of the indemnities, the indemnified party must:
- a) promptly give the indemnifying party written notice of the claim;
 - b) give the indemnifying party full control of the defence and settlement of the claim (provided that (i) the indemnified party may participate in the defence at its own expense; and (ii) the indemnifying party may not settle or defend the claim unless it unconditionally releases the indemnified party from all liability in relation to the claim); and
 - c) provide the indemnifying party with all reasonable assistance in relation to the claim at the indemnified party's expense.
- 10.5 The indemnities above extend to and includes all costs, damages and expenses (including legal fees and expenses) reasonably incurred by the indemnified party in defending any such action, proceeding claim or demands.



ALACRITY

11 LIABILITY

- 11.1 Nothing in the Agreement will operate to exclude or limit a party's liability for death or personal injury caused by its or its employees or subcontractors' negligence, or for any fraudulent misrepresentation or for any other liability which cannot be excluded or restricted by law.
- 11.2 Subject to clause 11.1:
- a) neither party shall be liable to the other arising out of or in connection with the Agreement or in tort (including negligence for breach of statutory duty) or misrepresentation for any of the following types of losses, damages, or expenses of any kind arising out of or in connection with the Agreement even if a party was advised on the possibility of such damages;
 - i. consequential or indirect loss;
 - ii. loss of profits (whether direct or indirect);
 - iii. loss of revenue;
 - iv. loss of sales; and
 - v. loss of anticipated savings; or
 - vi. pure economic loss.
 - b) Except as set out in sub-clause (c) below, each party's total aggregate liability to the other for any and all claims arising out of or in connection with the Agreement (whether in contract, tort or otherwise) shall be limited to 100% of the fees paid for access to the Alacrity Platform during the twelve (12) month period immediately preceding the event giving rise to the liability.
 - c) Each party's total aggregate liability to the other for any and all claims arising in relation to the indemnities shall be limited to £1 million.

12 GENERAL

- 12.1 It is not the intention of the parties to confer third-party beneficiary rights upon any other person. Nothing contained in this Agreement is intended to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999, or any similar legislation in any applicable jurisdiction.
- 12.2 This Agreement (together with the Policies and any documents referred to in it) constitutes the entire agreement and understanding between the parties relating to the Alacrity Platform. Any implied terms are excluded and this Agreement supersedes all prior agreements, discussions, understandings or arrangements (both written and oral) relating to the Alacrity Platform.
- 12.3 In the event of conflict or inconsistency between the terms of this Agreement and any Policies, the terms of the Policies shall prevail in relation to their subject matter.



ALACRITY

- 12.4 No party may assign or transfer its rights under this Agreement without the prior written consent of the other party, such consent shall not be unreasonably withheld, however we shall be entitled to assign the Agreement to:
- a) any company in our group of companies; or
 - b) any entity that purchases our shares or assets as the result of a merger, takeover or similar event.
- 12.5 If any provision of this Agreement is held to be invalid or unenforceable, that portion will be construed in a manner consistent with the applicable law to reflect, as nearly as possible, the original intentions of the parties and the remainder of the Agreement will remain valid and enforceable.
- 12.6 We may use your name and trademarks (logo only) to list you as a customer on our website and in other marketing materials and information.
- 12.7 We may sub-contract our performance of any obligation under this Agreement. This will not affect our performance obligations, nor liability to you in relation to this Agreement. We will be responsible for any breach of our obligations hereunder by any such sub-contractor.
- 12.8 No waiver shall be effective unless in writing and no waiver shall constitute a continuing waiver so as to prevent us or you from acting upon any continuing or subsequent breach or default.

13 LAW AND JURISDICTION

- 13.1 The Agreement (and any non-contractual obligations) will be governed by and construed in accordance with the laws of England and Wales; and the courts of England shall have exclusive jurisdiction for the settlement of all disputes between the parties arising out of or in connection with this Agreement and the parties hereby submit to the exclusive jurisdiction of such courts.

Signed on behalf of Alacrity Law Limited

Signed on behalf of < Client Name >

Name

Name

Position

Position

Date

Date

