



Contracts 365 Service Agreement

This Contracts 365 Service Agreement including all appendices and all Order Schedules and Statements of Work executed by the parties (the “Agreement”) is effective on the last signature date (the “Effective Date”) and is entered into by and between Contracts 365, Inc., a Massachusetts corporation, with a principal place of business at 24R Pleasant Street, Newburyport, MA 01950 (“Contracts 365”), and _____, a _____ corporation with a principal place of business at _____ (“Subscriber”).

1. **DEFINITIONS.** Capitalized terms referred to in this Agreement and not defined herein shall have the meanings set forth in the Definition Appendix attached hereto as **Appendix 1.**
2. **CONTRACTS 365 SERVICE.**
 - 2.1. **Subscription to Contracts 365 Service.**
 - 2.1.1. **Subscription.** Subject to the terms and conditions of this Agreement and each Order Schedule, including payment of all applicable Subscription Fees, Contracts 365 grants to Subscriber a limited, non-exclusive, non-transferable, non-sublicensable, worldwide right during the Subscription Period set forth in the Order Schedule to Use (and to permit its Authorized Users for which it has paid the applicable Subscription Fees to Use) the Contracts 365 Service and Documentation for Subscriber’s own internal business purposes, subject to the limitations and restrictions set forth in the Order Schedule and this Agreement. Subscriber acknowledges and agrees that the Subscriber is required to separately contract for the Microsoft 365 service from Microsoft and that the Subscriber will not be able to use the Contracts 365 Service without a current valid subscription for Microsoft 365. Subscriber may make a reasonable number of copies of the Documentation for the sole purpose of enabling its Authorized Users’ Use of the Contracts 365 Service. The number of Authorized Users who are permitted to Use the Contracts 365 Service are as set forth in the applicable Order Schedule.
 - 2.1.2. **Hosting.** Subscriber agrees that it shall not have any right to receive the Contracts 365 Service in object code or source code form and that the Contracts 365 Service is hosted by Contracts 365 or its third-party hosting provider, currently Microsoft Azure. In addition, Contracts 365 may engage third party service providers to provide certain functionality of the Contracts 365 Service on Contracts 365’s behalf. Contracts 365 will be responsible for the compliance of its third-party hosting provider and third-party service providers with Contracts 365’s obligations to provide the Contracts 365 Service pursuant to this Agreement. Contracts 365 will use commercially reasonable efforts to make the Contracts 365 Service available in accordance with the service level agreement attached hereto as **Appendix 4.**
 - 2.2. **Access Credentials.** Subscriber will safeguard, and ensure that all Authorized Users safeguard the devices, computers, and networks used to access the Contracts 365 Service and safeguard all usernames and passwords used to access the Contracts 365 Service (the “Access Credentials”). Subscriber agrees to: (i) keep its Access Credentials secure and confidential and not to allow any Authorized Users to provide their Access Credentials to anyone else; and (ii) not permit others to use Subscriber’s Access Credentials. Subscriber will notify Contracts 365 immediately if it learns of any unauthorized use of any Access Credentials and Contracts 365 reserves the right, in its sole discretion and without liability to Subscriber or its Authorized Users, to take any action Contracts 365 deems necessary or reasonable to ensure the security of the

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Contracts 365 Service and Subscriber's Access Credentials and account, including terminating Subscriber's access or the access of any of Authorized Users, or requesting additional information to authorize activities related to Subscriber's account.

- 2.3. **Affiliated Companies**. Subscriber's Authorized Users may include the personnel of Subscribers' Affiliated Companies; provided, however, as a condition to the designation of such personnel as Authorized Users, (i) each such Affiliated Company shall enter into a written agreement with Subscriber at least as protective of Contracts 365's rights as this Agreement, (ii) Subscriber will be fully responsible for each such Affiliated Company's compliance with this Agreement and (iii) any acts or omissions by any such Affiliated Company or its personnel shall be deemed to be the acts and omissions of Subscriber hereunder.
- 2.4. **Ordering; Delivery**. Subscriber shall place orders for the Contracts 365 Service using Contracts 365's standard form of Order Schedule. The initial Order Schedule is attached hereto as **Appendix 3**. Delivery shall be deemed to have been made to Subscriber upon Contracts 365's notification to Subscriber that the Subscriber's Contracts 365 Service account is available for use.
- 2.5. **Restrictions**.

2.5.1. **General**. Subscriber shall not, and shall not permit its Authorized Users or any third-party to: (i) modify, adapt, resell, rent, lease, loan, create or prepare derivative works based upon the Contracts 365 Service or any part thereof (Subscriber agrees that any works resulting from such actions are derivative works of the Contracts 365 Service and as such are the sole and exclusive property of Contracts 365 or its licensors), (ii) use the Contracts 365 Service other than in accordance with its Documentation or copy the Contracts 365 Service except as expressly permitted hereunder; (iii) use the Contracts 365 Service in contravention of any applicable laws or government regulations; (iv) remove any product identification, proprietary, copyright or other notices contained in any Contracts 365 Service or any Documentation; (v) use the Contracts 365 Service in any manner that infringes intellectual property or other rights of Contracts 365 or another party, (vi) use or permit the Contracts 365 Service to be used by or for the benefit of any other person or entity (except as provided in Section 2.3), (vii) sublicense, sell, assign, transfer or disclose the Contracts 365 Service or any copy thereof to any other party not an Authorized User of Subscriber, and (viii) decompile, disassemble or otherwise reverse engineer the Contracts 365 Service.

2.5.2. **Use Guidelines**. Subscriber shall not, and shall not permit its Authorized Users or any third-party to: (i) interfere or disrupt the integrity or performance of the Contracts 365 Service and shall use commercially reasonable efforts to prevent unauthorized control or tampering of any other unauthorized access to, or use of, the Contracts 365 Service or the systems operated by or on behalf of Contracts 365 to make available the Contracts 365 Service; (ii) attempt to gain unauthorized access to the Contracts 365 Service or Contracts 365's or its third-party hosting providers' related systems or networks; (iii) access or use the Contracts 365 Service in a United States embargoed country or in violation of any applicable export law or regulation (including any United States export laws or regulations); (iv) use the Contracts 365 Service in violation of any Microsoft policies or requirements applicable to Subscriber's use of the Microsoft 365 service; (v) use the Contracts 365 Service in violation of any applicable, law, rule regulation or guideline; (vi) attempt to probe, scan, or test (including stress testing or penetration testing) the vulnerability of any system or network associated with the Contracts 365 Service or breach any security or authentication measures; or (vii) use the Contracts 365 Service in order to (a) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (b) send or store infringing, obscene, threatening, libelous, or otherwise unlawful, unsafe, malicious,

abusive or tortious material, including material harmful to children or violative of third-party privacy rights; or (c) send or store material containing software viruses, security vulnerabilities, worms, Trojan horses or other harmful or malicious computer code, files, scripts, agents or programs which are intended to damage, disable or otherwise cause harm to the Contracts 365 Service, Contracts 365's or its third-party hosting providers' related equipment, hardware, software, systems or networks, or Contracts 365's other customers or their data.

2.6. **Subscriber Responsibilities.**

2.6.1. **Generally.** Subscriber is responsible for the compliance of its Authorized Users with this Agreement and for all activities that occur under Subscriber's Authorized User accounts. Subscriber shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Subscriber Data submitted to the Contracts 365 Service from the Microsoft 365 service, (ii) use commercially reasonable efforts to prevent unauthorized control or tampering or any other unauthorized access to, or use of, the Contracts 365 Service, or the systems on which the Contracts 365 Service operates, and notify Contracts 365 immediately of any unauthorized use or security breach affecting the Contracts 365 Service or the Subscriber's Microsoft 365 instance of which Subscriber becomes aware; and (iii) obtain and maintain, at Subscriber's expense, all computer hardware, software, and communications equipment needed to Use the Contracts 365 Service, including a current, valid Microsoft 365 subscription, and pay all access charges (e.g., ISP fees) incurred in connection with the Use of the Contracts 365 Service.

2.6.2. **Microsoft 365.** Subscriber acknowledges and agrees that its Microsoft 365 instance must connect to the Contracts 365 Service to enable the Contracts 365 Service to access and operate on Subscriber Data as directed by Subscriber and its Authorized Users and as necessary for Contracts 365 to provide the Contracts 365 Service to Subscriber and its Authorized Users. If Subscriber's subscription to Microsoft 365 is terminated or suspended for any reason, Subscriber may not be able to Use the Contracts 365 Service and Contracts 365 shall have no liability with respect thereto. Further, in Using the Contracts 365 Service with Microsoft 365, Subscriber must comply with Microsoft's licenses and terms of service, including Microsoft's then-current Acceptable Use Policy and Terms of Service or any other agreement between Subscriber and Microsoft. Subscriber shall provide Contracts 365 with access rights to Subscriber's Microsoft 365 instance solely to the extent necessary for Contracts 365 to provide the Contracts 365 Service pursuant to this Agreement. As further described in Section 2.8 below, all Subscriber Data will be stored and maintained in Subscriber's Microsoft 365 instance and not on Contracts 365's or its hosting providers' servers.

2.6.3. **Compliance with Laws.** In its use of the Contracts 365 Service, Subscriber agrees to comply with all applicable local, state, federal, and foreign laws, including all laws regarding information security or the protection of personal data, and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (i) Subscriber represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, (ii) Subscriber will not (and will not permit any of its Authorized Users to) access or use the Contracts 365 Services in violation of any U.S. export embargo, prohibition or restriction, and (iii) Subscriber will not submit to the Contracts 365 Service any information that is controlled under the U.S. International Traffic in Arms Regulations. Both parties agree to fully comply with the provisions of the United States Foreign Corrupt Practices Act ("FCPA") or the Organization for Economic Cooperation and Development ("OECD") prohibiting foreign bribery and improper

payments. Without limiting the generality of the foregoing, each party represents and warrants that it has not and shall not at any time during the pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to or for the benefit of: (i) any government official, political party, or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some or all of that money or other thing of value will be paid, given, offered or promised to a government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with this Agreement. Subscriber shall be solely responsible for obtaining any required approvals, licenses, authorizations or registrations and paying any and all fees, taxes, assessments, costs and expenses relating thereto, including the procurement and renewing of all import and export licenses and any encryption certifications required under the laws of the United States or any foreign country and all costs and expenses in connection with such procurement and renewal. Subscriber warrants and represents that it has and will continue to comply with all federal, state and local laws, regulations and ordinances pertaining to the subject matter of this Agreement and will fully indemnify Contracts 365 against any claims, losses, liabilities and expenses incurred by Contracts 365 as the result of any violation of any such law, regulation or ordinance by Subscriber or its employees or agents.

2.7. **Third-Party Software and Third-Party Services.**

2.7.1. Subscriber acknowledges and agrees that the Contracts 365 Service may include Third-Party Software and may integrate with optional Third-Party Services, such as Salesforce.com.

2.7.2. With respect to Third-Party Software embedded in the Contracts 365 Service, the access rights to the Contracts 365 Service granted herein are subject to the required terms and conditions specified for use of such Third-Party Software in the licenses directory of the Contracts 365 Service, which terms and conditions shall not be removed by Subscriber. Such terms and conditions may include important licensing and warranty information and disclaimers. In the event of conflict between the third-party terms and this Agreement, the third-party terms will take precedence (but solely with respect to the Third-Party Software to which the third-party terms relate).

2.7.3. With respect to optional Third-Party Services, such as Salesforce.com, to the extent that Contracts 365 offers an integration to such Third-Party Services, Subscriber may elect to Use the Contracts 365 Service with such Third-Party Services provided it has a current, valid subscription to such Third-Party Services. If Subscriber's subscription to such optional Third-Party Services is terminated or suspended for any reason, Subscriber may not be able to Use the Contracts 365 Service with the optional Third-Party Services and Contracts 365 shall have no liability with respect thereto. Further, in Using the Contracts 365 Service with the optional Third-Party Services, Subscriber must comply with Third-Party Service provider's licenses and terms of service, including the Third-Party Service provider's then-current Acceptable Use Policy and Terms of Service or any other agreement between Subscriber and such Third-Party Services provider.

2.8. **Subscriber Data; Data Security.**

2.8.1. **Subscriber Data.** Subscriber acknowledges and agrees that the Subscriber Data consisting of contract documents and related metadata will be stored within Customer's own Microsoft 365 instance and will not be stored by the Contracts 365 Service. Subscriber acknowledges and agrees that Subscriber, and not Contracts 365, is responsible for ensuring the integrity, accuracy, security and continuity of the Subscriber Data maintained in Subscriber's Microsoft 365 instance and that Contract's 365's access to Subscriber Data is controlled solely

by Subscriber via Subscriber's Azure active directory. Contracts 365 shall have no liability if Subscriber is unable to access or use the Subscriber Data as a result of or in any way relating to Microsoft 365 or any other Third-Party Services. To enable Contracts 365 to provide the Contracts 365 Service, Subscriber grants to Contracts 365 a non-exclusive, royalty-free, fully paid, worldwide license, to use the Subscriber Data as necessary to provide the Contracts 365 Service to Subscriber and its Authorized Users, and to permit Contracts 365's third-party hosting providers and service providers to exercise such rights on Contracts 365's behalf in connection with Contracts 365's provision of the Contracts 365 Service to Subscriber and its Authorized Users.

2.8.1.1. Anything to the contrary notwithstanding, Subscriber acknowledges and agrees that use of the Contracts 365 Service to transmit, process or store Sensitive Personal Information is unnecessary for use of the Contracts 365 Service and that, in particular, the submission of any Sensitive Personal Information to the Contracts 365 Service via form fields is expressly discouraged by Contracts 365. As such, any such transmission, processing or storage of Sensitive Personal Information shall be at Subscriber's sole election and therefore Subscriber shall be solely responsible for any such use of the Contracts 365 Service by Subscriber or its Authorized Users, and Corridor shall bear no responsibility, risk or liability for same. Further, by using the Contracts 365 Service, Subscriber confirms that it will not input, and will not solicit Authorized Users to input, Sensitive Personal Information or otherwise use the Contracts 365 Service in a manner that could give rise to obligations under applicable laws, rules, regulations or guidelines relating to Sensitive Personal Information.

2.8.2. **Data Security.** Contracts 365 agrees to maintain appropriate technical and organizational measures with respect to the Contracts 365 Service which are designed to prevent unauthorized access, use, alteration or disclosure of Subscriber Data; however, Contracts 365 will have no responsibility for errors in transmission, unauthorized third-party access, loss, corruption, destruction, alteration, or unauthorized disclosure of or access to Subscriber Data which outside of Contracts 365's reasonable control. Contracts 365 will implement and maintain security and business continuity measures and other technical and organizational measures, in accordance with best industry practices, in order to maintain the security and integrity of the Contracts 365 Service as hosted by Contracts 365 or on Contracts 365's behalf by its third-party provider, currently Microsoft Azure. In the event that the Parties are required to enter into a separate agreement in order to comply with applicable laws, rules or governmental regulations (including without limitation laws regarding data privacy and/or security), the Parties will negotiate such separate agreement in good faith. Should the Parties fail to enter into such an agreement despite such good faith efforts, Contracts 365 may cancel Subscriber's subscription upon written notice without any further obligation or liability to Subscriber.

3. SERVICES.

- 3.1 **Support Services.** Contracts 365 shall provide Support Services to Subscriber for the Contracts 365 Service during the Subscription Period at no additional charge.
- 3.2 **Professional Services.** Subscriber may purchase Professional Services from Contracts 365 subject to the terms and conditions set forth on **Appendix 2** to this Agreement subject to payment of the applicable fees and execution of an SOW with Contracts 365 for such Professional Services.

4. FEES AND PAYMENT TERMS.

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- 4.1. **Subscription Fees.** Subscriber agrees to pay Contracts 365 the applicable Subscription Fees set forth on the applicable Order Schedule in accordance with the payment terms set forth in Section 4.3. The Subscription Fees will be invoiced and due annually in advance, with the fees for the first year of the Subscription Period invoiced on the Effective Date and the fees for each successive year of the Subscription Period invoiced not more than sixty (60) days prior to each anniversary of the Effective Date. During a Subscription Period, Contracts 365 hereby agrees not to increase the Subscription Fees by more than the greater of (x) the increase in the U.S. Consumer Price Index as reported by the U.S. Bureau of Labor Statistics and (y) five percent (5%) per annum.
- 4.2. **Professional Services Fees.** In consideration for the provision of Professional Services or Training, Subscriber agrees to pay to Contracts 365 the applicable fees set forth in an applicable Statement of Work issued under **Appendix 2.**
- 4.3. **Payment Terms.** Subscriber shall pay all invoices within thirty (30) days from receipt of Contracts 365's invoice. All amounts payable, unless otherwise agreed in writing, shall be paid in U.S. Dollars. Any Subscriber purchase order is an administrative document only and any provisions in such purchase order or other ordering document in addition to or in conflict with this Agreement shall not be binding on the parties. Overdue balances may be subject to a service charge of one and one-half percent (1½ %) per month, but not more than the maximum interest rate allowed by law. If Subscriber disputes any invoiced amount, Subscriber will provide written notice to Contracts 365 within thirty (30) days from receipt of Contracts 365's invoice and any amounts not disputed within such period will be deemed valid and undisputed absent manifest error.
- 4.4. **Taxes.** Subscriber shall be responsible for any and all taxes levied on any transaction under this Agreement, including all federal, state, and local taxes, sales, use, withholding, value added, excise and personal property taxes, duties, and levies and assessments, excluding any tax based on Contracts 365's net income. In the event that Contracts 365 is required at any time to pay any such tax, assessment, fee, or charge, other than relating to Contracts 365's net income, Subscriber shall promptly reimburse Contracts 365 for such payments. If Subscriber is required by applicable law to withhold any taxes from Subscriber's payment, the fees payable by Subscriber will be increased as necessary so that after making any required withholdings, Contracts 365 receives and retains (free from any liability for payment of taxes) an amount equal to the amount it would have received had no such withholdings been made. Except as otherwise specifically set forth in this Agreement, all fees are payable in U.S. dollars and are non-refundable.

5. INTELLECTUAL PROPERTY; CONFIDENTIALITY; GOVERNMENT RESTRICTED RIGHTS.

- 5.1. **Ownership.** All right, title and interest in and to the Contracts 365 Service, including all copies, modifications and derivatives (in whole or in part) thereof, and all related copyright, patent, trade secret and other intellectual property and proprietary rights, and the Contracts 365 Service Analytics are and will remain the exclusive property of Contracts 365 or its licensors. Contracts 365 and its licensors reserve any and all rights, implied or otherwise, which are not expressly granted to Subscriber hereunder.
- 5.2. **Suggestions.** Subscriber and its Authorized Users may, from time to time, make known to Contracts 365 Suggestions, including in response to any product plans or roadmaps shared with Subscriber. Unless otherwise agreed to in writing by the parties with respect to any Suggestion, Subscriber hereby grants to Contracts 365 a royalty-free, fully paid up, worldwide, irrevocable, perpetual license to use, disclose, reproduce, modify, sublicense, translate, distribute, perform,

display, import, sell, license, offer for sale, make, have made and otherwise exploit any Suggestion, in any form, media, or technology, whether now known or hereafter developed, and to allow others to do the same, without restriction or obligation of any kind, on account of confidential information, intellectual property rights or otherwise, and may incorporate into its software or services any development incorporating or derived from any Suggestion with no obligation to license or to make available the Improvement to Subscriber or any other person or entity. For the purposes of this paragraph, the definition of Suggestions does not include Subscriber Data.

- 5.3. **Subscriber Property.** As between Contracts 365 and Subscriber, Subscriber owns all right, title and interest in and to the Subscriber Data. Subscriber Data shall be considered Confidential Information of Subscriber subject to the terms of this Agreement.
- 5.4. **Confidentiality.** Except as reasonably required to exercise its rights under this Agreement, each party shall maintain the Confidential Information of the other party in its possession or control as strictly confidential, shall not disclose the other party's Confidential Information to any third-party and shall prevent the disclosure of such information by the Receiving Party's employees, agents and independent contractors. Each party agrees to use commercially reasonable efforts to prevent and restrain any unauthorized disclosure, communication, copying, use, distribution, installation or transfer of possession of Confidential Information by any of its employees, consultants, and agents to others or use it for any purpose, except pursuant to and in order to carry out, the terms and objectives of this Agreement. At a minimum, each party shall maintain at least the same procedures regarding the other party's Confidential Information that it maintains with respect to its own. Without limiting the generality of the foregoing, Subscriber shall take all reasonable steps to prevent any personnel or Authorized User from removing any proprietary or other legend or restrictive notice contained or included in any material provided by Contracts 365. It shall not be deemed a violation of this section for a party to disclose the other party's Confidential Information in response to a judicial or governmental request, requirement or order, provided that the such party first promptly notifies the other party of any such request, requirement or order and reasonably cooperates with the other party to minimize the extent of such disclosure of the other party's Confidential Information, including exercising its reasonable best efforts to obtain a protective order or other similar protective arrangement covering the Confidential Information.
- 5.5. **Injunctive Relief.** Both parties acknowledge that any use of the Disclosing Party's Confidential Information in a manner inconsistent with the provisions of this Agreement (including any breach by Subscriber of the provisions of Section 2) may cause the Disclosing Party irreparable and immediate damage for which remedies other than injunctive relief may be inadequate. Therefore, both parties agree that, in addition to any other remedy to which the Disclosing Party may be entitled hereunder, at law or equity, the Disclosing Party shall be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) to restrain such use in addition to other appropriate remedies available under applicable law.
- 5.6. **Government Restricted Rights.** The Contracts 365 Service and the Documentation have been developed at private expense and are sold commercially. They are provided under any U.S. government contracts or subcontracts with the most restricted and the most limited rights permitted by law and regulation. Whenever so permitted, the government and any intermediate buyers will obtain only those rights specified in this Agreement. Thus, the Contracts 365 Service referenced herein, and the Documentation provided by Contracts 365 hereunder, which are provided to any agency of the U.S. Government or U.S. Government contractor or subcontractor at any tier shall be subject to the maximum restrictions on use as permitted by or FAR 12.211

(Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). or successor regulations. If a government agency has a need for rights not conveyed under these terms, it must negotiate with Contracts 365 to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement. All other use is prohibited.

6. LIMITED WARRANTY; DISCLAIMER.

- 6.1. **Contracts 365 Service Warranty.** Contracts 365 hereby warrants that during the Subscription Period, the Contracts 365 Service will perform in all material respects in accordance with its then-current Documentation (the “Contracts 365 Service Warranty”). Subscriber’s sole and exclusive remedy for any breach of the Contracts 365 Service Warranty shall be to have Contracts 365 or its representatives replace or modify such Contracts 365 Service to correct the defect giving rise to such breach within a reasonable period, not to exceed ninety (90) days from Contracts 365’s receipt of written notification of such defect from Subscriber (the “Cure Period”). If, within the Cure Period, Contracts 365 is unable to modify the defective Contracts 365 Service in such a way as to correct the said defect, then, unless Contracts 365 is able to provide Subscriber with another method of achieving the desired effect, Subscriber’s sole and exclusive remedy, and Contracts 365’s sole and exclusive liability, shall be for Subscriber to terminate this Agreement by giving written notice thereof to Contracts 365 within ten (10) days following the end of the Cure Period. In such event, Subscriber shall be entitled to a refund of any pre-paid Subscription Fees and Hosting Fees paid by Subscriber to Contracts 365 for the unexpired portion of the remaining Subscription Period.
- 6.2. **Professional Services Warranty.** Contracts 365 warrants that for ninety (90) days following the date that the Deliverables are delivered to Subscriber (the “Services Warranty Period”), the Deliverables will conform in all material respects to the Business Release Specifications as defined in and mutually agreed to by the parties in writing pursuant to the applicable SOW (the “Services Warranty”). Subscriber’s sole and exclusive remedy for any breach of the Services Warranty shall be to have Contracts 365 or its representatives replace or modify such Deliverables to correct the nonconformity giving rise to such breach within a reasonable period, not to exceed ninety (90) days from Contracts 365’s receipt of written notification of such nonconformity from Subscriber (the “Services Cure Period”). If, within the Services Cure Period, Contracts 365 is unable to modify the nonconforming Deliverables in such a way as to correct the said nonconformity, then, unless Contracts 365 is able to provide Subscriber with another method of achieving the desired effect, Subscriber shall be entitled to terminate the applicable SOW by giving written notice thereof to Contracts 365 within ten (10) days following the end of the Services Cure Period. In such event, Subscriber shall be entitled to a refund, of any Professional Services Fees paid by Subscriber to Contracts 365 for such nonconforming Deliverables that Contracts 365 is unable to correct, upon return of the nonconforming Deliverables to Contracts 365.
- 6.3. **Exclusions and Contingencies.** Subscriber’s remedy and Contracts 365’s liability under this Section 6 are expressly contingent upon: (i) (a) with respect to the Contracts 365 Service, Subscriber notifying Contracts 365 in writing of the claim within thirty (30) days of the date on which Subscriber first noticed the non-conformity and (b) with respect to the Professional Services and Deliverables, providing such notice within the applicable Services Warranty Period, and (c) in each case, furnishing Contracts 365 with adequate supporting documentation and details to substantiate the claim and to assist Contracts 365 with the identification and detection

of the cause of the problem; (ii) the problem being capable of reproduction by Contracts 365; (iii) the Contracts 365 Service and Deliverables having not been altered or changed in any way by a party other than Contracts 365 or its authorized contractors; (iv) the Contracts 365 Service and Deliverables having been Used in accordance with this Agreement and the Documentation; (v) issues caused by or resulting from non-Contracts 365 hardware, software or services, including Subscriber's Microsoft 365 instance or Third-Party Software or Third-Party Services or from integrations or configurations provided by Subscriber or third parties, but solely to the extent the issues are not caused by Contracts 365 or defects in the Contracts 365 Service; and (vi) the defects not arising out of Subscriber's or its Authorized Users acts or omissions.

- 6.4. **Errors; Availability.** Contracts 365 does not warrant that the features, functions or performance of the Contracts 365 Service will meet the requirements of Subscriber or Authorized Users or that the operation of the Contracts 365 Service will be interruption or error-free or completely secure. **Subscriber acknowledges that there are risks inherent in Internet connectivity that could result in the loss of privacy or the loss or corruption of Subscriber Data, Subscriber Confidential Information and Subscriber property.** Further, Contracts 365 does not make any representations or warranties with respect to the interoperability of the Contracts 365 Service with hardware, software, services or other materials not developed or provided by Contracts 365.
- 6.5. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES MADE IN THIS SECTION 6, CONTRACTS 365 MAKES, AND SUBSCRIBER RECEIVES, NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO ANY CONTRACTS 365 SERVICE, DOCUMENTATION, SUPPORT SERVICES, PROFESSIONAL SERVICES, TRAINING, DELIVERABLES, MICROSOFT 365, THIRD-PARTY SERVICES, THIRD-PARTY SOFTWARE, OR OTHER SERVICES. CONTRACTS 365 SPECIFICALLY DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY AND ALL WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR TRADE USAGE. To the maximum extent permitted by applicable law, Contracts 365's liability under any implied or statutory warranty, condition, term, representation, undertaking or guarantee which cannot be legally excluded is limited in respect of the Contracts 365 Service or Services supplied hereunder to supplying the Contracts 365 Service or Professional Services again or paying the cost of supplying the Contracts 365 Service or Professional Services again.

7. **INDEMNIFICATION.**

- 7.1. **Contracts 365 Indemnity.** Contracts 365 will defend, at its own expense, Subscriber from and against any third-party claim, demand, suit or proceeding brought against Subscriber alleging that Subscriber's Use of the Contracts 365 Service or any Deliverable in accordance with the terms of this Agreement infringes a valid United States copyright or involves the misappropriation of a trade secret of a third-party. Contracts 365 will indemnify Subscriber from and against, and will pay, all damages finally awarded by a court of competent jurisdiction or agreed to by Contracts 365 in settlement of such claim. Contracts 365's obligations under this Section 7.1 are contingent upon Subscriber giving Contracts 365: (a) prompt written notice of any such claim or threatened claim; (b) sole control of the defense, negotiations and settlement of such claim, provided, that Subscriber's consent shall be required for any settlement that does not fully release Subscriber from liability; and (c) full cooperation in any defense or settlement of the claim (at Contracts 365's cost).

- 7.2. **Further Obligations**. Should any Contracts 365 Service or Deliverable become, or in Contracts 365's opinion be likely to become, the subject of a claim of infringement or trade secret misappropriation as set forth above, Contracts 365 shall, at its option and expense either: (i) procure for Subscriber the right to continue to Use the infringing Contracts 365 Service or Deliverable, or (ii) replace or modify the infringing Contracts 365 Service or Deliverable to make its Use non-infringing without loss of substantial functionality. If Contracts 365, in its sole discretion, determines that neither of the foregoing options is commercially feasible, Contracts 365, at its option, may terminate Subscriber's license for the infringing Contracts 365 Service or Deliverable, as applicable, in which event Contracts 365 shall refund to Subscriber (A) with respect to the Contracts 365 Service, the pre-paid Subscription Fees paid by Subscriber for the unexpired portion of the remaining Subscription Period and (B) with respect to the Deliverable, the Professional Services Fees paid for the infringing Deliverable as depreciated on a five year straight line basis.
- 7.3. **Exclusions**. Notwithstanding the foregoing, Contracts 365 shall have no liability or obligation to Subscriber under this Section 7 with respect to any claim if such a claim arises out of or relates to Microsoft 365 or to (i) the combination, operation, or use of the Contracts 365 Service or Deliverables, as applicable, with hardware, software, services, or other materials which were not developed by Contracts 365, to the extent that the Contracts 365 Service or Deliverable would not infringe but for such combination, operation, or use; (ii) modifications of the Contracts 365 Service or Deliverables made by other than Contracts 365 or its authorized contractors to the extent that the infringement would have been avoided but for the modifications; (iii) the Subscriber or its Authorized Users' continuing allegedly infringing activities after being notified thereof; (iv) Subscriber's use of the Contracts 365 Service or Deliverable, as applicable, which is not in accordance with the terms of this Agreement or the Documentation; (v) Contracts 365's compliance with Subscriber's requirements, instructions or designs; (vi) claims based upon the intellectual property rights owned by the Customer or any of its Affiliated Companies, to the extent that Contracts 365's use of such intellectual property rights are in connection with its performance under this Agreement.
- 7.4. **Sole Obligation**. This Section 7 states Contracts 365's sole obligation and Subscriber's exclusive remedy with respect to the infringement, misappropriation or violation of third-party intellectual property rights.
- 7.5. **Subscriber Indemnity**. Subscriber will defend, at its own expense, Contracts 365 from and against any third-party claim, demand, suit or proceeding brought against Contracts 365 (i) alleging that the Subscriber Data or the use of the Contracts 365 Service in violation of this Agreement infringes a valid United States copyright or involves the misappropriation of a trade secret of a third-party, or (ii) arising out of or related to Subscriber Data or Subscriber's Use of the Contracts 365 Service with a Third-Party Service which causes harm to Contracts 365 or the Contracts 365 Service or which infringes a valid United States copyright or involves the misappropriation of a trade secret of a third-party, or (iii) Subscriber's breach of Section 2.5 (Restrictions) or Section 2.6 (Subscriber Responsibilities). Subscriber will indemnify Contracts 365 from and against, and will pay, all damages finally awarded by a court of competent jurisdiction or agreed to by Subscriber in settlement of such claim. Subscriber's obligations under this Section 7.5 are contingent upon Contracts 365 giving Subscriber: (a) prompt written notice of any such claim or threatened claim; (b) sole control of the defense, negotiations and settlement of such claim, provided, that Contracts 365's consent shall be required for any settlement that does not fully release Subscriber from liability; and (c) full cooperation in any defense or settlement of the claim (at Subscriber's cost). This Section 7.5 states Subscriber's sole obligation

and Contracts 365's exclusive remedy with respect to the infringement, misappropriation or violation of third-party intellectual property rights by the Subscriber Data.

8. LIMITATION OF LIABILITY.

- 8.1. **DISCLAIMER.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SUBJECT TO SECTION 8., IN NO EVENT WILL EITHER PARTY, OR THEIR RESPECTIVE AFFILIATES, EMPLOYEES OR AGENTS, OR CONTRACTS 365'S SUPPLIERS, BE LIABLE FOR LOSS OF GOODWILL, PROFITS, BUSINESS, USE OR DATA, OR FOR INTERRUPTION OF BUSINESS OR CORRUPTION OF DATA, OR FOR COSTS TO PROCURE SUBSTITUTE GOODS OR SERVICES, OR FOR ANY OTHER INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OF ACTION, NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- 8.2. **DAMAGES LIMITATION.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SUBJECT TO SECTION 8.4, AND EXCEPT FOR CONTRACTS 365'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, IN NO EVENT WILL CONTRACTS 365'S AGGREGATE, CUMULATIVE MONETARY LIABILITY FOR ALL CLAIMS AND ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY AND NEGLIGENCE), EXCEED (I) WITH RESPECT TO THE CONTRACTS 365 SERVICE AND THE SUPPORT SERVICES, THE SUBSCRIPTION FEES PAID TO CONTRACTS 365 IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE, AND (II) WITH RESPECT TO PROFESSIONAL SERVICES OR TRAINING, THE PROFESSIONAL SERVICES FEES OR TRAINING FEES PAID TO CONTRACTS 365 FOR THE PROFESSIONAL SERVICES OR TRAINING THAT ARE THE SUBJECT OF THE CLAIM IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE.
- 8.3. **Basis of Agreement; Exclusions.** The limitations on liability set forth in this Section 8 are fundamental elements of the basis of the agreement between Contracts 365 and Subscriber. Contracts 365 would not be able to provide the Contracts 365 Service, the Professional Services or Training on an economic basis without such limitations. Further, nothing in this Section 8 shall limit either party's liability for its gross negligence or willful misconduct and nothing in this Section 8 shall limit Subscriber's obligation to pay for all authorized and unauthorized use of the Contracts 365 Service and all undisputed amounts due and payable pursuant to Order Schedules.
- 8.4. **Savings Clause.** SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON DURATION OR THE EXCLUSION OF AN IMPLIED WARRANTY, SO THE LIMITATIONS HEREIN MAY NOT APPLY. Neither party shall be responsible or liable for any loss, damage or inconvenience suffered by the other or by any third person, to the extent that such loss, damage or inconvenience is caused by the failure of the other party to comply with its obligations under this Agreement.
- 8.5. **Limitation of Action.** To the maximum extent permitted by applicable law and except for actions for non-payment or breach of either party's intellectual property rights, no action (regardless of form) arising out of this Agreement may be commenced by either party more than one (1) year after the cause of action has accrued.

9. TERM; TERMINATION.

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- 9.1. **Term.** This Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with this Section 9, shall continue for three (3) years (the “Initial Term”). This Agreement and the Subscription Period shall automatically renew for successive three-year periods (each a “Renewal Term” and, together with the Initial Term, the “Term”) unless either party notifies the other party at least thirty (30) days prior to the expiration of the then-current Term of its desire not to renew.
- 9.2. **Termination.** This Agreement may be terminated (a) by mutual agreement of Contracts 365 and Subscriber with 30 days written notice, (b) by either party immediately with notice to the other party if the other party files a petition in voluntary bankruptcy, makes an assignment for the benefit of its creditors, consents to the appointment of or taking by a receiver, trustee or liquidator of itself or its property, is adjudicated as bankrupt, or if a petition in bankruptcy is filed against the other party and such petition is not discharged within sixty (60) days of such filing, (c) by either party if the other party materially breaches this Agreement and fails to cure such breach to such party’s reasonable satisfaction within thirty (30) days following receipt of written notice thereof, (d) upon any termination of Subscriber’s Microsoft 365 subscription, (e) by Contracts 365 pursuant to Section 7.2 or (f) by either party in accordance with Section 6.1.
- 9.3. **Suspension.** Contracts 365 may revoke all licenses granted hereunder and suspend the provision of the Contracts 365 Service if (i) Subscriber’s payment of an invoice for undisputed Subscription Fees is more than thirty (30) days past due or (ii) Subscriber’s Microsoft 365 subscription has been suspended; (iii) Contracts 365 reasonably believes that the Contracts 365 Service is being used in material violation of this Agreement and Subscriber fails to remedy such breach within five (5) business days of receipt of Contracts 365’s written notice or Subscriber doesn’t cooperate with Contracts 365’s reasonable investigation of any suspected material violation of the this Agreement at Contracts 365’s expense; (iv) there is an attack on the Contracts 365 Service or another event which Contracts 365 reasonably believes that the suspension of Contracts 365 Service is necessary to protect the Contracts 365 Service; (v) Contracts 365 is required by Microsoft, by law, or a regulatory or government body to suspend the Contracts 365 Service. Contracts 365 will endeavor to give Subscriber advance notice of a suspension under this paragraph of at least twenty-four (24) hours unless Contracts 365 does not have advance notice of a suspension or if Contracts 365 determines in its reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to comply with applicable laws, rules or regulations or to protect Contracts 365 or its other customers from imminent and significant operational, legal, or security risk. Further, Contracts 365 may suspend the provision of the Professional Services or Training if Subscriber fails to pay any undisputed amounts due for such Professional Services or Training and fails to remedy such failure within five (5) business days of receipt of Contracts 365’s written notice. In each case, Contracts 365 will resume performance once the event giving rise to the suspension has been remedied.
- 9.4. **Obligations on Termination.** Immediately upon any termination or expiration of this Agreement, the Subscription Period shall terminate, Contracts 365 shall cease provision of the Contracts 365 Service, Professional Services and Training and revokes all licenses to the Contracts 365 Service and Deliverables, and Subscriber shall (i) cease use of the Contracts 365 Service, (ii) pay in full, within ten (10) days of such termination or expiration, all amounts owed to Contracts 365; (iii) promptly return to Contracts 365 all Contracts 365 Confidential Information and all copies thereof; and (iv) within thirty (30) days following termination certify to Contracts 365 in writing Subscriber’s compliance with this Section 9.4. All Subscriber Data maintained by the Contracts 365 Service, such as audit history and workflow state, will be irretrievably deleted thirty (30) days following the termination date; provided, that Subscriber may request, and Contracts

365 will provide free of charge, a .csv file of such Subscriber Data to Subscriber, so long as Subscriber makes such request within such thirty (30) day period and all invoices are paid in full.

- 9.5. **Survival.** Termination of this Agreement or a license granted hereunder shall not limit either party from pursuing any remedies available to it, including injunctive relief, or relieve Subscriber of its obligation to pay all fees that have accrued, or have become payable by Subscriber hereunder. The provisions of Sections 4, 5, 6.5, 7, 8, 9.4, 9.5 and 10 shall survive the termination or expiration of this Agreement.

10. **GENERAL PROVISIONS.**

- 10.1. **Entire Agreement and Controlling Documents.** This Agreement (including any exhibits and any and all Order Schedules and Statements of Work entered into by the parties hereunder) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the parties relating thereto and is binding upon the parties and their permitted successors and assigns. Any non-disclosure agreement previously signed by the parties (an "NDA") shall terminate and be of no further force and effect and the provisions of Section 5.4 (Confidentiality) shall apply, in lieu of the NDA, to all disclosures of Confidential Information between the parties commencing on the Effective Date. Only a written instrument that refers to this Agreement and is duly signed by both authorized representatives of both parties may amend this Agreement. Subscriber acknowledges and agrees that its agreement hereunder is not contingent upon the delivery of any future functionality or features not specified herein or in an Order Form or dependent upon any oral or written, public or private comments made by Contracts 365 with respect to future functionality or features for the Contracts 365 Service. In the event of any conflict between the provisions in this Agreement and any Order Form or Statement of Work, the terms of such Order Form or Statement of Work shall prevail if expressly provided therein. No terms or conditions stated in a Subscriber purchase order or in any other Subscriber order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into the Agreement (unless such untrue statement was made fraudulently) and that party's only remedy in respect of any untrue statement shall be for breach of contract as provided in this Agreement.
- 10.2. **Assignment.** This Agreement shall be binding upon and for the benefit of Contracts 365 and Subscriber and their respective legal representatives, successors, and permitted assigns; provided, that Subscriber shall not assign, sublicense, delegate, or otherwise transfer any of its rights or obligations under this Agreement without Contracts 365's prior written consent. Contracts 365 shall have the right to assign this Agreement to its successor in a merger, acquisition or other change of control or consolidation, including the sale of all or substantially all of its assets, stock or business to which this Agreement relates.
- 10.3. **Governing Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to (i) its conflict of law provisions, (ii) the applicability, if any, of the United Nations Convention on Contracts for the International Sale of Goods, and (iii) the applicability, if any, of UCITA. EACH PARTY HEREBY IRREVOCABLY AGREES TO SUBMIT AND HEREBY CONSENTS TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE STATE AND FEDERAL COURTS LOCATED WITHIN SUFFOLK COUNTY,

MASSACHUSETTS. The parties irrevocably waive any right to a trial by jury. The English language version of this Agreement shall govern in lieu of any translation.

- 10.4. **Attorney's Fees**. In the event that Subscriber shall fail to timely comply with its obligations under Section 4, Subscriber shall be liable to pay all reasonable attorney's fees, arbitration and court costs and other reasonably related collection costs and expenses incurred by Contracts 365 in enforcing its rights thereunder.
- 10.5. **Headings; Counterparts**. The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement. This Agreement may be executed in multiple counterparts (including counterparts delivered by facsimile, e-mail or other electronic means), each of which shall be deemed to be an original and all of which shall be deemed to be an original instrument. The parties agree and acknowledge that this Agreement may be signed by means of an electronic signature, provided that such signature and any related signing process comply fully with all applicable laws (including the U.S. federal ESIGN Act and any applicable state laws).
- 10.6. **Relationship of the Parties; No Third-Party Beneficiaries**. Contracts 365 and Subscriber are independent contractors, and nothing in this Agreement shall be construed as making them partners or as creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither party shall make any contracts, warranties or representations or assume or create any other obligations, express or implied, in the other party's name or on its behalf. Nothing in this Agreement shall confer, or is intended to confer, on any third-party any benefit or the right to enforce any term of this Agreement and only Contracts 365 and Subscriber may enforce the terms of this Agreement.
- 10.7. **Force Majeure**. Any failure of or delay in the performance of any duties or obligations of either party (except the obligation to make payments) will not be considered a breach of this Agreement if such delay is caused by an act of God, act of war, acts of terrorism, riot, labor dispute, strike, shortage of materials, natural disaster, fire, earthquake, pandemic, epidemic, flood, failure of internet service providers, failure of utility or telecommunications providers, failure denial of service attacks, failure of suppliers or service providers, or any other event beyond the reasonable control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as commercially practicable.
- 10.8. **Notices**. Any demand, notice, consent, or other communication required by this Agreement to be given in writing shall be given either (i) by being hand-delivered to the Receiving Party, or (ii) by being deposited in the mail (registered or certified) or delivered to a recognized private express common carrier, postage or freight prepaid, addressed to the Receiving Party at its address set forth on an Order Schedule. Either party may change its address by giving written notice to the other party of the changed address.
- 10.9. **Waiver and Severability**. The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of the subject right or any further right under this Agreement. If any provision of this Agreement or the application thereof to any party or circumstances shall be declared void, illegal or unenforceable, the remainder of this Agreement shall be valid and enforceable to the extent permitted by applicable law. In such event the parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by applicable law, achieves the purposes intended under the invalid or unenforceable provision.

Contracts 365 Service Agreement

- 10.10. **Use of Name.** Subscriber agrees that Contracts 365 may use Subscriber's name and may disclose that Subscriber is a customer of Contracts 365 in Contracts 365 advertising, press, promotion and similar public disclosures and may use non-confidential sample data of Subscriber for product demonstration purposes. Subscriber also hereby grants Contracts 365 a non-exclusive license during the term of this Agreement to list Subscriber's name and display Subscriber's logo in the "customer" or similar section of Contracts 365's website. Contracts 365 may also publicly issue and distribute a "press release" or "case study" relating to this Agreement and Contracts 365's services performed on behalf of Subscriber, provided that it first obtains Subscriber's prior written consent, such consent not to be unreasonably withheld or delayed.
- 10.11. **Construction.** The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless the context of this Agreement clearly requires otherwise: (i) references to the plural include the singular, the singular the plural, and the part the whole, (ii) "or" has the inclusive meaning frequently identified with the phrase "and/or," (iii) "including" has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation," and (iv) references to "hereunder," "herein" or "hereof" relate to this Agreement as a whole. Any reference in this Agreement to any statute, rule, regulation or agreement, including this Agreement, shall be deemed to include such statute, rule, regulation or agreement as it may be modified, varied, amended or supplemented from time to time. The parties agree that this Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against either party and that ambiguities shall not be interpreted against the drafting party.

IN WITNESS WHEREOF, Contracts 365 and Subscriber have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Contracts 365, Inc.

Subscriber:

By : _____
Duly Authorized Signatory

By : _____
Duly Authorized Signatory

Name : _____

Name : _____

Title : _____

Title : _____

Date : _____

Date : _____

APPENDIX 1: DEFINITIONS

1. **Affiliated Companies:** Any business entity controlled by, under common control with, or controlling a party hereto.
2. **Authorized User(s):** Any employee or contractor of Subscriber or its Affiliated Companies for whom Subscriber has paid the applicable Subscription Fees and, with respect to contractors and Affiliated Companies, who have entered into an agreement with Subscriber that is at least as protective of Contracts 365 and the Contracts 365 Service as this Agreement.
3. **Confidential Information:** All information or data of a confidential or proprietary nature disclosed by one party (the "Discloser") to the other party (the "Recipient") hereunder, in any manner, whether orally, visually or in tangible form (including, documents, devices and computer readable media) and all copies thereof, whether created by Discloser or Recipient, and that would be apparent to a reasonable person is of a confidential or proprietary nature. Such Confidential Information includes, but is not limited to, proprietary technical, financial, personnel, marketing, pricing, sales and/or commercial or business information with respect to Discloser's computer services, computer technology, data communications, cost, know-how, ideas, concepts, designs, computer source, object code, programming techniques, networking, inventions, business plans, summaries, products, services, business processes, and all record-bearing media containing or disclosing such information. Confidential Information of Contracts 365 shall expressly include the Contracts 365 Service, including all source and object code, Documentation related to such Contracts 365 Service, and the terms and pricing under this Agreement. Confidential Information shall not include any information that Recipient can demonstrate: (a) was in Recipient's possession prior to disclosure by Discloser hereunder; (b) was generally known in Discloser's trade or business at the time of disclosure to Recipient hereunder, or becomes so generally known after such disclosure, through no act of Recipient or its employees, agents or independent contractors; (c) has come into the possession of Recipient from a third-party who is not under any obligation to Discloser to maintain the confidentiality of such information; (d) was developed by Recipient independently of and without reference to Discloser's Confidential Information or information that Discloser has disclosed in confidence to any third-party and by employees or agents who have had no access to the Discloser's Confidential Information. If a particular portion of Discloser's Confidential Information becomes subject to any of the foregoing exceptions, all other portions or aspects of such Confidential Information shall remain subject to all of the provisions of this Agreement.
4. **Contracts 365 Service:** Contracts 365's software as a service solution referred to as "Contracts 365", but expressly excluding Third-Party Software and Third-Party Services.
5. **Contracts 365 Service Analytics:** The aggregated, anonymized, deidentified information, data, statistics, metadata, inferences, interrelationships, and/or associations generated or derived from the use of the Contracts 365 Service, expressly excluding Subscriber Data, and which is used by Contracts 365 to provide and improve the Contracts 365 Service.
6. **Documentation:** The most current version of the documentation for Contracts 365 Service made available from time to time by Contracts 365 to assist Authorized Users in the Use of the Contracts 365 Service, including on-line help for use by Authorized Users in connection with the Contracts 365 Service.
7. **Harmful Code:** means viruses, exploitable security vulnerabilities, malware, or other harmful or malicious code intended to do harm and that materially threatens the integrity or security of the Contracts 365 Service.

- 8. Microsoft 365:** Microsoft's software as a service offering, referred to as Microsoft 365, Microsoft Office 365 or Office 365, which is separately licensed by Subscriber from Microsoft pursuant to a separate written agreement with Microsoft.
- 9. Order Schedule:** Contracts 365's standard form of order schedule which sets forth the Contracts 365 Service ordered by Subscriber from Contracts 365, all applicable fees, certain restrictions and any other terms that are agreed between the parties. The initial Order Schedule between the parties is set forth in **Appendix 3** attached hereto and is incorporated herein by reference. Each Order Schedule, once executed by a duly authorized representative of each party, shall be deemed incorporated herein by reference.
- 10. Professional Services:** Contracts 365's technical consulting, installation, training and configuration services with respect to the Contracts 365 Service as further described in each SOW entered into between the parties pursuant to **Appendix 2**.
- 11. Sensitive Personal Information:** means any personally identifiable information, information that is referred to as personal data (including sensitive personal data) and any other data that is subject to protection or regulation under any applicable data protection or privacy laws or regulations, whether governmental or established by a self-regulatory body, which information and data may include (i) social security numbers; (ii) passport numbers or other government issued id numbers, date of birth or gender, except solely to the extent required by applicable regulations of the Department of Homeland Security or other government regulatory body; (iii) health or medical information (other than food allergies or medical contact information); (iv) financial account information; must be protected in accordance with specific or heightened security requirements imposed by Applicable Laws or industry standards; (v) reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, sex orientation or activities, or genetic or biometric data; or (vi) other information which a reasonable person would recognize as being highly sensitive (but excluding, for avoidance of doubt, contact information such as name, mailing address, IP address, email address, and phone number).
- 12. Subscriber Data:** Electronic data submitted by or on behalf of Subscriber to the Contracts 365 Service for processing.
- 13. Subscription Fees:** The subscription fees payable by Subscriber for the right to Use the Contracts 365 Service and receive Support Services as set forth in the Order Schedule.
- 14. Subscription Period:** The subscription period for the Contracts 365 Service set forth in an Order Schedule.
- 15. Suggestion:** Recommendations, enhancement requests, feedback or other input to Contracts 365 with respect to the Contracts 365 Service or other Contracts 365 products and/or services.
- 16. Support Services:** The technical support services provided to Subscriber by Contracts 365 during a Subscription Period for the Contracts 365 Service as further described at <https://www.contracts365.com/supportprocess> as the same may be updated from time to time, provided, that such updates will not take effect until the renewal of the Subscriber's Subscription Period for the Contracts 365 Service. Support Services do not include on-site technical support, training, professional services or related out-of-pocket expenses.
- 17. Third-Party Services:** The optional third-party software subscription services, web-based software applications, or other on-premise or cloud-based software applications which interoperate with the Contracts 365 Service and which are provided by a third-party or by Subscriber, such as Salesforce.com.

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- 18. Third-Party Software:** The third-party software specified in the Documentation for the Contracts 365 Service.
- 19. Training:** The training provided by Contracts 365 with respect to the Contracts 365 Service as ordered by Subscriber pursuant to and as set forth in an SOW.
- 20. Use:** To access and use, via Contracts 365's provided web interface, the Contracts 365 Service as hosted by Contracts 365 or its third-party hosting provider solely for Subscriber's internal business purposes strictly in accordance with the Documentation for the Contracts 365 Service.

APPENDIX 2: PROFESSIONAL SERVICES

1. **Definitions.** The following additional definitions apply to this Appendix 2 and any related Statement of Work.
 - 1.1 “Deliverable” means any and all results of the Services by Contracts 365 under an SOW, including those deliverables specifically identified as deliverables in an SOW.
 - 1.2 “Statement of Work” (“SOW”) means a written document executed between the parties that includes at least the following information: (i) a description of the Professional Services and Deliverables; (ii) the parties’ responsibilities and Contracts 365’s assumptions; (iii) the applicable fees and method of calculation.
2. **Rules of Engagement.**
 - 2.1 SOWs. For each project, the parties shall enter into an SOW, which SOW will become effective upon execution by authorized representatives of both parties. Each SOW will be made a part of the Agreement, and the terms and conditions contained in the Agreement and this Appendix 2 will apply to each SOW. If an SOW contains provisions inconsistent with this Agreement, the Agreement provisions shall prevail with respect to that SOW. Any changes to the obligations of either party or to any other material aspect of a SOW will require a written change order signed by both parties that describes the changes and any related fee adjustments.
 - 2.2 Acceptance. Professional Services and Deliverables will be subject to Subscriber’s acceptance, and will be deemed satisfactory to and accepted by Subscriber upon the earlier of the following: (i) Subscriber fails to give written notice of rejection (“Rejection Notice”) that includes a description of any non-compliance of the Deliverable with the requirements set forth in the SOW within 14 days after the receipt of such Deliverable (the “Acceptance Period”); (ii) Subscriber gives a written notice of acceptance such Deliverable; or (iii) Subscriber places such Deliverable into productive use. Upon receipt of a Rejection Notice, Contracts 365 will use commercially reasonable efforts to make such changes as will be required to correct any deficiencies. If Contracts 365 fails to modify a Deliverable that has not been accepted by Subscriber to conform to the Acceptance Criteria within (30) days after Contracts 365 receives a Rejection Notice or, notwithstanding such modifications, the Deliverable does not meet the Acceptance Criteria after re-delivery to Subscriber, then Subscriber may, at its option, (i) terminate the applicable SOW by written notice to Contracts 365, or (ii) accept the Deliverable despite the deficiencies. If Subscriber elects to terminate the applicable SOW pursuant to this section, Contracts 365 shall refund to Subscriber all of the Professional Services Fees received from Subscriber with respect to the rejected Deliverable, as its sole liability to Subscriber and as Subscriber’s exclusive remedy, upon return of the rejected Deliverable to Contracts 365.
 - 2.3 Assumptions. The description of the Professional Services, Deliverables, and related fees in each SOW will be based upon information Subscriber provides to Contracts 365 and upon any assumptions set forth in the SOW. Contracts 365 shall perform the Professional Services and deliver the Deliverables according to the dates of performance and delivery contained in each SOW and Subscriber shall cooperate with Contracts 365 to enable Contracts 365 to perform the Professional Services in accordance with the schedule for performance set forth in each SOW.

Subscriber shall permit Contracts 365 to access the Subscriber's computer systems to the extent required for Contracts 365 to perform the Professional Services.

3. Intellectual Property.

- 3.1 Subscriber Materials. Subscriber retains all right, title and interest in and to any materials which Subscriber provides to Contracts 365 in the performance of Professional Services (the "Subscriber Materials"). Subscriber represents and warrants that Subscriber has the right to provide Contracts 365 with such Subscriber Materials for use in performing the Professional Services and grants Contracts 365 a license to use, modify, create derivative works of and copy the Subscriber Materials in the course of performing Professional Services hereunder.
 - 3.2 Ownership of Deliverables. During the course of performing professional services for various customers, Contracts 365 repeatedly utilizes the same know-how, concepts, methods, programming tools, inventions, and computer source code and delivers the same or substantially similar improvements, enhancements, and customizations to the Contracts 365 Service as deliverables. Accordingly, Subscriber agrees that Contracts 365 (i) shall own all right, title and interest in and to all such know-how, concepts, methods, programming tools and computer source code used in the performance and production of the Professional Services, (ii) shall own all, right, title and interest in and to the Deliverables (excluding any Subscriber Materials contained therein) delivered hereunder, and (iii) is not restricted from re-using such know-how, concepts, methods and programming tools and Deliverables (excluding any Subscriber Materials contained therein).
 - 3.3 License to Deliverables. Contracts 365 hereby grants to Subscriber a limited, non-exclusive, non-transferable, non-sublicenseable, worldwide, license to Use the Deliverables, in object code form only, as incorporated in the Contracts 365 Service and subject to the license restrictions and limitations applicable to the Contracts 365 Service set forth in Section 2 of the Agreement and any restrictions and limitations set forth in the Order Schedule and/or the SOW.
- 4. Non-Solicitation.** During the Agreement and for one (1) year thereafter, each party agrees not to directly solicit or induce any person who performs Professional Services under a SOW to leave the employ of the party performing the Professional Services. Contact with such persons resulting from general advertising or from unsolicited contact does not violate this restriction. If breach of this provision by a party results in an employee accepting employment with the soliciting party, the soliciting party agrees to pay the other party as liquidated damages an amount equal to the employee's annual base salary as of the date of the employee's termination of employment. Acceptance of any such payment does not grant any rights to trade secrets or intellectual property rights, and shall not relieve either party or the individual employee of any other obligations that may exist.

APPENDIX 3: INITIAL ORDER SCHEDULE

Under Contracts 365 Service Agreement

Terms not otherwise defined herein shall have the meaning accorded to them in the Contracts 365 Service Agreement.

1. Order Details:

Professional User Licenses are applicable to contract professionals. This license type allows users to edit, create, manage and view every facet of the contract lifecycle including workflows, contract creation, negotiation, approvals, tasks, obligations and events. Users with this license type have access to Dashboards, the Reporting Center as well as our Administrative Center, and can initiate eSignature requests. A Professional Use License is required for each end user who requires this functionality.

Concurrent User Licenses are applicable to business users who participate in the contract request or approval process. With this license type, business users access Contracts 365 through the Business User Portal where they can view data and documents including approval statuses. Permission based searches can be performed, online requests can be submitted, and tasks and obligations can be updated. One Concurrent Use License is required for every four business users who access the Service.

Assumptions

36-month initial commitment term

Pricing does not include taxes, VAT or expenses. No expenses shall be billable to Subscriber.

Subscriber is responsible for ensuring that all Contracts 365 users have access to either a Microsoft 365 (E3 or E5) or Office 365 (E1 or greater) plan which includes SharePoint Online and some form of a Microsoft email account (Outlook).

For Subscribers leveraging Contracts 365's DocuSign or Adobe Sign e-Signature integration, the Subscriber is responsible for supplying their own DocuSign or Adobe Sign licenses which must support an API.

Pricing assumes support for one (1) Contracts 365 environment for Production. Support for a secondary environment is available for _____ per year.

Subscription Period: The Subscription Period for the Contracts 365 Service shall commence upon Delivery and shall continue for 36 months unless earlier terminated or suspended in accordance with the Contracts 365 Service Agreement.

2. Acceptance:

By signing this Order Schedule, Subscriber places an order for the Contracts 365 Service identified above and the Subscriber also confirms acceptance of all the terms and conditions of

Contracts 365 Service Agreement

the Contracts 365 Service Agreement. By signing this Order Schedule, Contracts 365 accepts the Subscriber's order on the terms and conditions of the Contracts 365 Service Agreement.

Contracts 365, Inc.

Subscriber:

Print Name:

Print name:

Print Title:

Print Title:

Date: _____

Date: _____

APPENDIX 4: SERVICE LEVEL AGREEMENT

During the Subscription Period, the Contracts 365 Service will be available to Subscriber, outside of Excused Downtime, no less than 99.5% of the time in any calendar month (the “SLA”). If the SLA is not met, Subscriber will be eligible to receive the Service Credits described below, provided it complies with the terms of this SLA. This SLA states Customer’s sole and exclusive remedy for any failure by Contracts 365 to meet the SLA.

Definitions.

The following definitions shall apply to the SLA.

1. "**Downtime**" means the Contracts 365 Service is unavailable to Customer for more than ten (10) consecutive minutes outside of Excused Downtime.
2. "**Excused Downtime**" means time periods during which (i) Contracts 365 or Microsoft is making scheduled updates and performing scheduled maintenance to the Contracts 365 Service, (ii) Contracts 365 or its third-party hosting provider is making emergency updates and performing emergency maintenance to the Contracts 365 Service, (iii) downtime resulting from unavailability of Microsoft 365 or Microsoft Azure or any successor or replacement products or services to the foregoing, (iv) downtime resulting from force majeure events, Subscriber’s hardware, software, data, or acts or omissions, interoperability issues with third-party hardware or software, third-party supplier or equipment failures, utility outages, or other downtime outside of Contracts 365’s reasonable control, or (iv) during any valid suspension of the Contracts 365 Service pursuant to the Agreement.
3. "**Monthly Uptime Percentage**" means total number of minutes in a calendar month minus the number of minutes of Downtime experienced in that calendar month, divided by the total number of minutes in that calendar month.
4. "**Service Credit**" means the following:

Monthly Uptime Percentage	Percentage of Hosting Fees and Subscription Fees
>= 99.5%	0%
< 99.5% >= 95.0%	5%
< 95.0%	10%

To receive a Service Credit, Subscriber must notify Contracts 365 within thirty (30) days from the time Subscriber becomes eligible to receive the Service Credit. Service Credits will be applied against amounts payable by Subscriber.