



END USER LICENSE AGREEMENT

Welcome, and thank you for your interest in Agiloft, Inc. ("**Agiloft**") and Agiloft's Hosted Service, Software Product, Documentation and related software and services offered by Agiloft (together, the "**Agiloft Technology**"). This End User License Agreement (the "**Agreement**") is a legally binding contract between Agiloft and the person or entity indicated on the End User Order (defined below) as the customer ("**you**") regarding your access to, and use of, the Agiloft Technology.

AGILOFT PROVIDES THE AGILOFT TECHNOLOGY SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT YOU ACCEPT AND COMPLY WITH THEM. BY EXECUTING OR OTHERWISE ACCEPTING THE END USER ORDER, YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE 18 YEARS OF AGE OR OLDER OR OTHERWISE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF AN ORGANIZATION, YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE ORGANIZATION AND BIND THE ORGANIZATION TO THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN DO NOT DOWNLOAD, INSTALL, ACCESS OR USE THE AGILOFT TECHNOLOGY.

1. DEFINITIONS

"**Documentation**" - Agiloft's online user guides, documentation, and help and training materials, including courses, quizzes and videos.

"**Edition**" - the specific package of the Agiloft product licensed, which determines the available license types and features.

"**End User Order**" – the order document between you and Agiloft specifying the pricing terms for the Hosted Service or Software Product, Standard or Enterprise Support Service and other services as applicable provided by us to Customer, including any addenda and supplements thereto.

"**Hosted Service**" - the Agiloft services set forth in an End User Order.

"**Intellectual Property Rights**" - all intellectual property rights worldwide arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired, including, without limitation, all: (a) patent and industrial property rights and rights in patent applications, renewals, extensions, combinations, divisions and reissues; (b) rights associated with works



of authorship including but not limited to copyrights, moral rights, mask work rights, and copyright applications and registrations; (c) rights related to trade secrets; (d) trademarks, service marks, trade dress and trade names; and (e) any right analogous to those set forth in this Agreement and any other proprietary rights related to intangible property.

“Malevolent Code” - code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“Other Applications” - any online or offline software application created or provided by you or any party other than Agiloft that interoperates with Agiloft’s Software Product or Hosted Service (e.g., e-signature software).

“Software Product” - the Agiloft computer software programs or applications identified in an End User Order.

“Standard Support” – the support services provided to all Hosted Service customers.

2. RIGHT TO ACCESS AND USE

2.1. Access to Hosted Service. To the extent you purchase Hosted Service from Agiloft and subject to the terms and conditions of this Agreement and the End User Order, you may access and use the Hosted Service as made available by Agiloft solely for your internal use. This Agreement provides only the foregoing limited right to access and use the Hosted Service, and no ownership rights are being conveyed to you under this Agreement. If you use any third party service with the Hosted Service, (a) you authorize Agiloft to provide the third party service with access to and use of your data, (b) Agiloft will not be responsible for any act or omission of the third party, including, without limitation, any third party’s use, disclosure, modification or deletion of your data, and (c) Agiloft does not warrant, and has no obligation to support, any service provided by the third party.

2.2 License to Software Product and Documentation. To the extent you purchase a Software Product from Agiloft and subject to the terms and conditions of this Agreement and the End User Order, Agiloft hereby grants to you a non-exclusive, non-transferable, non-sublicensable, limited license during the term of the End User Order to: (a) use the Software Product solely for your internal use and subject to the usage limits based on the Edition and number and types of licenses specified in the End User Order; and (b) use the Documentation as necessary to use or operate the Software Product.

2.3 Prospective Functionality. You acknowledge that your purchase of the Hosted Service or Software Product is not contingent on the delivery of any prospective functionality or features, or dependent on any oral or written comments made regarding future functionality or features.

3. PROPRIETARY RIGHTS



3.1 Agiloft Technology. Agiloft retains all right, title and interest in and to the Agiloft Technology, and all Intellectual Property Rights therein and thereto. You acknowledge and agree that the Software Product and Documentation are provided under license, and not sold, to you. You do not acquire any ownership interest in the Software Product or Documentation under this Agreement, or any other rights thereto, other than to use the same in accordance with the license granted and subject to all terms, conditions, and restrictions under this Agreement. All rights in the Agiloft Technology not expressly granted by this Agreement are reserved by Agiloft or its suppliers, and except for the limited rights expressly granted to you by this Agreement, no other licenses or rights are granted by Agiloft, either directly, by implication, or otherwise.

3.2 Your Data. You retain all right, title and interest in and to any and all data and content submitted by you to the Hosted Service or otherwise provided by you to Agiloft (together, “**Your Data**”), and all Intellectual Property Rights therein and thereto. You grant Agiloft and its subcontractors a right to use Your Data (a) to provide the Agiloft Technology and (b) for Agiloft’s business purposes (including, without limitation, to improve Agiloft’s products and services) in a manner that does not identify you to any third party as the source of such data.

3.3 Feedback. From time to time, you or your users may provide comments, suggestions, enhancement requests, recommendations, or other feedback to Agiloft regarding the Agiloft Technology (collectively, “**Feedback**”). You hereby grant to Agiloft a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Agiloft Technology any Feedback.

3.4 Third Party Software. The Software Product may contain software which originated with third parties, and without limiting the general applicability of the other provisions of this Agreement, you agree that: (a) the right, title and interest to any third-party software incorporated in the Software Product remains with the third-party, which supplied the same; and (b) you will not distribute, disseminate, or otherwise provide any such third-party software available with the Software Product, in any manner, outside the scope set forth in this Agreement.

4. RESTRICTIONS ON USE

4.1 Usage Limits. The Software Product is subject to usage limits, including but not limited to those based on the Edition and limits on the number and type of licenses purchased. The applicable End User Order will specify the Edition and the permitted number of licenses of each type and their appropriate usage, and you agree to stay within the license restrictions.

4.2 Usage Control. You will be responsible for your users’ compliance with this Agreement, as well as the accuracy, quality and legality of Your Data and the means by which you acquire Your Data. You agree to use commercially reasonable efforts to prevent unauthorized access to or use of the Hosted Service or Software Product and to notify Agiloft promptly of any such unauthorized access or use. You agree to use the Hosted Service and Software Product only in accordance with this Agreement, the End User Order, the



Documentation and applicable laws and government regulations. It is your responsibility to comply with any terms of service for Other Applications which you use in conjunction with the Hosted Service or Software Product.

4.3 Usage Restrictions.

(a) You will not (i) make any Hosted Service or Software Product available to, or use any Hosted Service or Software Product for the benefit of anyone other than you or your users as authorized in an End User Order, (ii) modify, sell, resell, sublicense, distribute, rent or lease the Hosted Service or Software Product, or create any derivative product from the Hosted Service or Software Product, or (iii) combine the Hosted Service, Software Product or any part thereof with, or incorporate the Hosted Service, Software Product or any part thereof in, any other products or services. You will not use the Hosted Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or material in violation of third-party privacy rights, to store or transmit Malevolent Code, to interfere with or disrupt the integrity or performance of any Hosted Service or data not belonging to you, or attempt to gain unauthorized access to any Hosted Service or Software Product or its related systems or networks. You will not use the Agiloft Technology in violation of any law, regulation, or rule.

(b) You will not attempt to circumvent a contractual usage limit, or copy the Hosted Service or Software Product, or any part thereof, including, without limitation, a feature, function or user interface. You will not frame or mirror any part of any Agiloft's Hosted Service or Software Product, other than framing on your own intranets or otherwise for your own internal business purposes or as permitted in the Documentation. You will not access any Hosted Service or Software Product in order to build a competitive product or service, or reverse engineer any Hosted Service or Software Product, or any part thereof (to the extent such restriction is permitted by law). You will not remove, alter or obscure any proprietary or other notices or labels on, or contained in, the Hosted Service, Software Product or Documentation.

4.4 External-Facing Hosted Service Behavior. You and your users are solely responsible for complying with applicable law in any use of cookies or other tracking technologies, as well as the U.S. Digital Millennium Copyright Act. In addition, you or your users shall not:

(a) Use or allow the use of the Hosted Service to display, store, process or transmit: corrupted files, hoaxes, frauds such as pyramid schemes or any other items of a destructive or deceptive nature; material that infringes or misappropriates a third party's intellectual property or proprietary rights; that violates a third-party's privacy rights; that violates applicable law; that is excessively profane; that is hateful or violent; that advocates racial or ethnic intolerance; that is intended to advocate or advance computer hacking or cracking; illegal software; Malevolent Code; or any other material that violates or encourages conduct that would violate any criminal laws, any other applicable laws, or any other third party rights.

(b) Use or allow anyone else to use the Hosted Service to: generate or facilitate unsolicited commercial email (spam). Spam activity includes, but is not limited to: sending email in violation of the CAN-SPAM Act or any other applicable anti-spam law; imitating or impersonating another person or email address, creating false accounts for the purpose of sending spam; mining or harvesting any web property (including any data not belonging to you) to find email addresses or other user account information; sending unauthorized mail via open, third-party servers; and sending email to users who have requested removal from a mailing list.



(c) Use, or allow anyone else to use, the Hosted Service in connection with illegal peer-to-peer file sharing; to engage in or promote gambling, or to run a gambling operation; to sell, distribute or export prescription drugs or other controlled substances; to sell, distribute or promote drug paraphernalia; to corrupt minors; or to access any other service or website, directly or indirectly, in a manner that violates the terms for use of or access to such service or website.

4.5. Removal of Software Product and Other Applications. If a third party contends that any content in Agiloft's Hosted Service or Software Product violates applicable law or third-party rights, and if Agiloft is directed to remove such content in Agiloft's Software Product or Hosted Service, Agiloft will remove such content as soon as practical, including, without limitation, in an upgrade to Agiloft's Software Product. You will promptly install the upgrade. If you do not timely install the upgrade, you are solely responsible for any violations as result of your continued use of such content. If Agiloft receives information that integration with any Other Application may violate the terms set out in this §4 or applicable law or third-party rights, and if Agiloft so notifies you, you will promptly disable or modify such integration with the Other Application to resolve the potential violation. If you do not take the actions described in this subsection, Agiloft may disable your use of the applicable Software Product, Hosted Service or Other Application, or any part of any of these, until the potential violation is resolved.

5. OTHER APPLICATIONS

5.1 Acquisition of Other Applications and Hosted Service. Any rights or obligations associated with the acquisition by you of other applications, products or services, and any exchange of data between you and any third-party provider, are held between you and that provider. Agiloft does not warrant or support Other Applications.

5.2 Other Applications and Your Data. If you install or enable any Other Application for use with the Hosted Service or Software Product, you may be required to grant permission to the provider of that Other Application to access Your Data as required for the interoperation of that Other Application with the Hosted Service or Software Product. Agiloft is not responsible for any disclosure, modification or deletion of Your Data resulting from access by any Other Application.

5.3 Integration with Other Applications. The Hosted Service or Software Product may contain features designed to interoperate with Other Applications. To use such features, you may be required to obtain access to Other Applications from their providers and may be required to grant Agiloft access to your account(s) for the Other Applications. If the provider of the Other Application ceases to make the Other Application available for interoperation with the corresponding Hosted Service or Software Product on reasonable terms or changes the API (application programming interface) in a manner which breaks the integration with the Software Product or Hosted Service, you will not be entitled to any refund, credit, or other compensation.

6. WARRANTY DISCLAIMER



THE AGILOFT TECHNOLOGY AND ANY THIRD-PARTY SOFTWARE OR SUPPORT SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. NEITHER AGILOFT NOR ITS SUPPLIERS MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER OR NOT EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. AGILOFT WILL NOT BE LIABLE FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY SOFTWARE OR ANY THIRD-PARTY SOFTWARE OR HOSTING PROVIDER. AGILOFT MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THIRD PARTY SOFTWARE INCORPORATED INTO THE AGILOFT TECHNOLOGY. AGILOFT WILL NOT BE LIABLE FOR ANY DELAY, INTERRUPTION, SERVICE FAILURE OR OTHER PROBLEM INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS. AGILOFT MAKES NO REPRESENTATION OR WARRANTY ABOUT ANY USER DATA OR INFORMATION, OR THE ACCURACY OF ANY REPORTS, INFORMATION OR DATA GENERATED BY THE AGILOFT TECHNOLOGY. AGILOFT HAS NO RESPONSIBILITY OR LIABILITY FOR ANY DELETION OR FAILURE TO STORE YOUR DATA. AGILOFT PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE AGILOFT TECHNOLOGY WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

7. INDEMNIFICATION

You will be responsible for your and your users' use of the Agiloft Technology, and you will defend (at Agiloft's option), indemnify and hold Agiloft and its affiliates and Agiloft's and Agiloft's affiliates' respective officers, directors, employees, contractors and agents harmless from and against any claim, liability, demand, damage, loss, or expense, including but not limited to, reasonable attorneys' fees and costs, arising out of or related to: (a) Your Data, or your or any of your users' access to, use of, or alleged use of, the Agiloft Technology; (b) your or any of your users' violation of any portion of this Agreement, any representation, warranty, or agreement referenced in this Agreement, or any applicable law or regulation; (c) your or any of your users' violation of any third party right, including, without limitation, any intellectual property right or publicity, confidentiality, property, or privacy right; or (d) any dispute or issue between you and any third party. Agiloft reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with Agiloft's defense of that claim.



8. NO LIABILITY

IN NO EVENT WILL AGILOFT OR ITS AFFILIATES OR SUPPLIERS HAVE ANY LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS, REVENUE, GOODWILL OR SAVINGS, LOSS OF, OR DAMAGE TO, DATA, OR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, COVER, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES. ACCORDINGLY, SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES SERVES TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN YOU AND AGILOFT. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND AGILOFT. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS AND EXCLUSIONS IN THIS AGREEMENT WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9. TERMINATION

9.1 Term of Agreement. This Agreement commences on the date you accept or execute an End User Order and continues for the term set forth on the End User Order, unless terminated as set forth in this Agreement.

9.2 Termination; Suspension. Agiloft may terminate this Agreement, effective immediately, if you or any of your users violate the terms of this Agreement, the Documentation or the End User Order. Agiloft reserves the right, in its sole discretion, to suspend or terminate your access to or use of the Agiloft Technology if you or any of your users violate the terms of this Agreement, the Documentation or the End User Order. Agiloft will have no liability whatsoever on account of any suspension or termination of your access to or use of the Agiloft Technology or any termination of this Agreement.

9.3 Effect of Termination. Upon any expiration or termination of this Agreement, all rights granted under the Agreement will also terminate, and you will stop using and destroy all copies of the Agiloft Technology and Documentation. No expiration or termination of this Agreement will affect your obligation to pay all fees due under an End User Order or entitle you to any refund.

10. PRIVACY POLICY

By using the Agiloft Technology, you consent to transfer, processing, and storage of Your Data. Please read the Agiloft Hosting Privacy Statement at <https://www.agiloft.com/privacy-hosted.htm> carefully for information regarding Agiloft's collection, use, storage and disclosure of your personal information. The Agiloft Hosting Privacy Statement is incorporated by reference into this Agreement.



11. GENERAL PROVISIONS

11.1 Export Compliance. The Agiloft Technology and any other technology Agiloft makes available to you, and any derivatives thereof, may be subject to export laws and regulations of the United States and other jurisdictions, including but not limited to the Export Control Reform Act and its associated regulations. You represent that you are not named on any U.S. government denied- party list. You will not permit users to access or use any Agiloft Technology in a U.S.- embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria, or Crimea) or in violation of any U.S. export law or regulation.

11.2 Anti-Corruption; Anti-Terrorism. You agree that you have not received, been offered, solicited, or accepted any illegal (in accordance with applicable state or federal law) or improper bribe, kickback, payment, gift, or thing of value from any of Agiloft's employees, agents or resellers in connection with this Agreement. You are not in violation of any U.S. anti-terrorism laws (including, without limitation, applicable executive orders) and do not engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any anti-terrorism law.

11.3 Federal Government End Use Provisions. Agiloft provides the Agiloft Technology and related software and technology for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Agiloft Technology include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with 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). If a government agency has a need for rights not granted under these terms, it must negotiate with Agiloft to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

11.4 Entire Agreement. This Agreement is the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

11.5 Amendments. Agiloft reserves the right, at its discretion, to change the terms and conditions of this Agreement on a going-forward basis at any time. Please check this Agreement periodically for changes. You accept those changes by your continued use of the Agiloft Technology. Disputes arising under this Agreement will be resolved in accordance with the version of the Agreement that was in effect at the time the dispute arose.

11.6 Governing Law and Arbitration. This Agreement and the rights and obligations of the parties under this Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded by the parties. The rights and obligations of



the parties under this Agreement shall be governed by and construed under the laws of the State of California without reference to conflict of laws principles. Any dispute or claim arising out of or in connection with this Agreement or the performance, breach or termination thereof, shall be finally settled by binding arbitration in San Mateo County, California under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with said rules. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, (a) either party may apply to any court of competent jurisdiction for injunctive relief without breach of this arbitration provision; and (b) the arbitrators shall have no power or authority to hear or provide an award on any claims arising out of or related to Intellectual Property Rights.

11.7 WAIVER OF JURY TRIAL. EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT.

11.8 Assignment. You shall not assign or transfer this Agreement or your rights or obligations under this Agreement, in whole or in part, by operation of law or otherwise, without Agiloft's prior written consent. Agiloft may assign this Agreement at any time without notice or consent.

11.9 Force Majeure. Agiloft will not be responsible or liable to you, or deemed in default or breach under this Agreement by reason of any failure or delay in the performance of its obligations under this Agreement where such failure or delay is due to events beyond Agiloft's control, such as an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, provider strike or other labor problem, internet service provider failure or delay, or denial of service attack.

11.10 Equitable Relief. You recognize and agree that if you breach any obligation under this Agreement, Agiloft may suffer immediate and irreparable harm for which monetary damages alone would not be a sufficient remedy, and that, in addition to all other remedies, Agiloft shall be entitled to equitable relief, including, without limitation, injunctive relief or specific performance, to remedy a breach or threatened breach of this Agreement and to enforce this Agreement, and you hereby waive any and all defenses and objections you may have on the grounds of jurisdiction and venue, including, but not limited to, lack of personal jurisdiction and improper venue, and waive any requirement for the securing or posting of any bond in connection with such remedy.

11.11 Cumulative Remedies. The exercise of Agiloft of any remedy under this Agreement, including but not limited to termination, will be without prejudice to any other remedies it may have under this Agreement, or by law, equity or otherwise.

11.12 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

11.13 Prevailing Party. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.



11.14 Waiver. No failure or delay by Agiloft in exercising any right under this Agreement will constitute a waiver of that right.

11.15 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

11.16 Headings. Use of section headings in this Agreement is for convenience only and will not have any impact on the interpretation of any provision.

11.17 Contact Information. The Agiloft Technology is offered by Agiloft, Inc., located at 460 Seaport Court, Suite 200, Redwood City, CA 94063. You may contact Agiloft by sending correspondence to that address or by emailing us at partners@agiloft.com. If you are a California resident, you may have this Agreement e-mailed to you by sending a letter to the address above with your e-mail address and a request for this Agreement.

11.18 Surviving Provisions. The sections titled "Proprietary Rights," "Warranty Disclaimer," "Indemnification," "No Liability," "Effect of Termination," and "General Provisions" will survive any termination or expiration of this Agreement.



EXHIBIT A – SERVICE LEVEL AGREEMENT

HOSTED SERVICE AVAILABILITY AND CREDITS

Agiloft will make the Hosted Service available to Customer pursuant to this Agreement.

As part of the Hosted Service, Agiloft will take all reasonable measures to keep uptime at or above 99.7% (ninety-nine and seven tenths' percent). If, due to Agiloft's error, Agiloft's hosted service is unavailable for less than 99.7% in a given month, Customer will receive credit upon request within 30 days from the month end according to the following schedule:

- If less than 99.7%, the credit is 5% of the Annual Subscription Fee prorated for the month
- If less than 95%, the credit is the Annual Subscription Fee prorated for the month times the unavailability percentage for the month, subject to a maximum of 50% of the prorated monthly fee

In no event will Customer be entitled to a refund for downtime caused by maintenance (normally conducted during the hours of 10pm-4am, PST, and most often during a weekend), security or other critical patches, or a Force Majeure event.

SOFTWARE PRODUCT AND UPGRADES

Agiloft will grant Customer licenses to use Agiloft's Software Product pursuant to this Agreement.

Agiloft is constantly improving Agiloft's Software Product and wants its Customer to benefit from such improvements. To that end, Agiloft will:

- a) Provide Customer with corrections, changes, or workarounds ("Corrections") for any significant defects, errors, or malfunctions in Agiloft's Software Product or systems, on a timely basis, given the nature and scope of the defect.
- b) Install upgrades of Agiloft's Software Product to the hosted servers as soon as practical, after they become available. Agiloft will promptly notify Customer of any upgrades that will significantly affect Customer program functionality.
- c) Make release notes available and identify any significant impact upgrades may have on existing customizations.
- d) Make available to Customer any revisions to the system Documentation developed to reflect upgrades and improvements to the Software Product.
- e) Make all commercially reasonable efforts to introduce updates in a manner that can be disabled where applicable. Agiloft reserves the right to immediately upgrade and incorporate enhancements directly related to security or patching of supporting systems.



TECHNICAL SUPPORT

Agiloft will provide Agiloft's Standard Support to Customer at no additional charge or Agiloft's Extended Enterprise Support at the rates set out in the applicable Quote.

As part of the Standard Support, Agiloft will:

- a) Provide Customer with support for the most recent release of Agiloft's Software Product. Following any new release, Agiloft will also provide Customer with support for the immediately prior version of Agiloft's Software Product for a period not to exceed four (4) months.
- b) Agiloft's Standard Support covers support on standard functionality and Software Product defects. It does not include the provision of customization advice or consulting services. Neither does it cover problems caused by Customer's system administrator, such as Customer's accidental or inadvertent destruction of Customer's own data or a Force Majeure.
- c) Further details of Agiloft's Standard and Extended Enterprise support services are incorporated and attached as Exhibit B.

PROTECTION OF CUSTOMER DATA

Agiloft will take organizational, physical, and technical precautions to protect the security of Customer Data, as described in the Documentation, addendums, and amendments. Those precautions will include measures for preventing access, use, modification, or disclosure of Customer Data by Agiloft's employees and contractors except (a) to provide the Hosted Service and prevent or address service or technical problems, (b) as compelled by law, or (c) as Customer expressly permits in writing.



EXHIBIT B – AGILOFT SUPPORT

SUPPORT

1. STANDARD SUPPORT

- a) Agiloft provides a web-based Support Portal and online documentation at the Help Wiki. Customers are provided with customer logins to Agiloft's Support Portal and may self-register. The Support Portal is used to submit requests for support or questions, to request new implementation work, to submit ideas for enhancements, and to search for answers to FAQs. Customers are notified as support tickets move through the process to resolution. The Support Portal is available 24/7 for submitting and updating tickets and for accessing FAQs and is staffed during Standard Support hours.
- b) Agiloft provides telephone support with a technical support telephone number in Redwood City, California, US, during Standard Support hours.
- c) Standard Support hours are Monday-Friday, 7:30 am to 8:00 pm EST except holidays in the US, and during business hours in other countries.
- d) Telephone calls may be logged in Agiloft's Web-based customer Support Portal, depending upon the content of the call and whether or not an immediate resolution is provided.
- e) Customer personnel view only their own support tickets by default; upon request, they may be permitted to view all support tickets from Customer's employees. Agiloft support services are not provided to Customer's customers, vendors, or other external users.

2. EXTENDED ENTERPRISE SUPPORT

The Enterprise Extended Edition with CLM includes full Enterprise Extended support as part of the base yearly subscription license fee. Extended Enterprise Support includes all Standard Support services as well as:

- 24x5 general issues support, including the Support Portal and telephone
- 24x7 support for critical issues, including the Support Portal and telephone
- Priority status for resolving support tickets
- Annual performance and usage review and analysis.

3. CUSTOM SUPPORT PACKAGE

Custom Support for additional coverage is provided as specified in End User Orders.



PROBLEM CLASSIFICATION

Support tickets are placed into three general categories as follows:

- **Support Issue** - a question about standard Agiloft functionality that does not involve changes to the core Software Product, although it may involve changes to the configuration made by the administrator using their browser. Support Issues can generally be resolved by Customer's administrator within a few hours of submission based on advice provided by support staff.
- **Enhancement Request** - request to add functionality to the core Software Product. Enhancement requests may be scheduled at Agiloft's discretion, based on the perceived usefulness of the request for other customers. Note that enhancement requests may also be performed as paid custom development at Customer's request, should Agiloft choose not to incorporate them as a general enhancement.
- **Bug** - a defect in the core Software Product. Agiloft shall respond to and use reasonable commercial efforts to resolve issues deemed to be Bugs in accordance with Section 3 below, which priority shall be determined in good faith by Customer. Because it is usually possible to accomplish the same task in more than one way in Agiloft, Agiloft is often able to provide reasonable workarounds to any functional bugs.

PRIORITY RESPONSE TIMES FOR PROBLEMS

The following Investigation Response Times and Target Resolution times are for handling issues that have been classified as Bugs. The hours during which Agiloft is obligated to work on problem resolution are restricted to Standard Support hours, which are from 7:30 am to 8:00 pm EST, Monday through Friday, except on federal holidays.

If a priority 1 issue is submitted during standard business hours, Agiloft will continue working on it outside of those hours until resolved, provided the resolution is within Agiloft's control (i.e. Agiloft staff have necessary access to the hosted server and Customer personnel are available as needed). Agiloft will use Agiloft's best commercially reasonable efforts to meet the response times and resolution targets set forth in this Section.



Priority	Description	Investigation Response Time	Target Resolution/ Workaround Time
1 - System Down	The production system is rendered inoperable due to a system software failure	30 minutes	30-60 minutes – we will assign as many engineers and/or support staff as needed 24/7 until the problem is resolved.
2 - Critical	A major program function is affected by a software failure, so that customers are adversely affected	60 minutes	1-2 hours – we will assign as many engineers and/or support staff as needed along with the best workaround available.
3 - High	A minor program function is affected by a software error, resulting in diminished productivity, or a problem occurs infrequently, or a workaround has been provided.	4 hours	If a workaround can be provided, the correction will be scheduled for the next regular upgrade. If not, a correction will typically be provided within a week.
4 - Medium	A desired new functionality is not working as expected, or a problem occurs that is not readily reproducible, or a workaround has been provided.	8 hours	If a workaround can be provided, any correction will be scheduled for the next regular upgrade. If not, a correction will typically be provided within a month.
5 - Low	An issue with negligible impact or a documentation or how-to question	24 hours	If a workaround or answer can be provided, the correction may be made at discretion of Provider, based on its relevance to other customers.

For timely resolution, particularly of priority Level 1 or 2 issues, you might be requested to provide admin login access.



EXCLUSIONS

Standard Support is intended to cover standard functionality and software defects. It does not include the provision of customization advice and consulting services. If the issue is specific to the particular configuration of the customer KnowledgeBase or requires that Agiloft access and review the customer KnowledgeBase in order to provide a solution, it is classified as Consulting and is not covered under the support contract. Consulting may be purchased separately at the current price quoted at Agiloft's website at <https://www.Agiloft.com/consulting.htm>.

Problems caused by or arising from the following will not be considered "problems" for the purposes hereof and will not be subject to Agiloft's obligation to provide Support Services:

- a) failure of server hardware or equipment not owned or directly controlled by Agiloft or its subcontractors;
- b) failure of telecommunications or internet hardware or equipment not owned or directly controlled by Agiloft or its subcontractors;
- c) failure directly resulting from errors made by the customer's system administrator;
- d) irreversible destruction of data directly caused by direct actions taken by customer.