SIMPLELEGAL, INC.
TERMS OF SERVICE
Last Updated: June 1, 2020

IMPORTANT—READ CAREFULLY

The following Terms of Service govern Customer's access to and use of the services ordered pursuant to an Order Form (defined below). By executing an Order Form, Customer agrees to be legally bound by this Terms of Service Agreement (the "Agreement"). PLEASE READ THIS AGREEMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING CUSTOMER'S LEGAL RIGHTS, REMEDIES AND OBLIGATIONS, INCLUDING VARIOUS LIMITATIONS AND EXCLUSIONS.

This **Agreement** is between SimpleLegal, Inc., a Delaware corporation ("**SimpleLegal**") and the entity executing the applicable Order Form ("**Customer**") consists of the terms below and any Order Form. This Agreement is effective as of the later of the two signature dates set forth in the applicable Order Form (the "**Effective Date**") and Customer hereby agrees to the terms set forth in this Agreement.

1. Services. 1.1 <u>Scope of Agreement</u>. This Agreement sets forth the terms and conditions on which SimpleLegal will provide its Subscription Service (defined in Section 1.2) and Professional Services (defined in Section 1.3) to Customer. The pricing, subscription period, and other details of Customer's purchase are as set forth in each mutually executed order form and sets forth the details of Customer's subscription and/or Professional Services (each a "**Order Form**"). An Order Form may be executed by a subsidiary, division or other corporate affiliate of Customer, in which case (with respect to that Order Form only) references to "Customer" throughout this Agreement will be deemed to refer to the affiliate of Customer that signed the Order Form. Each Order Form is a separate contract between SimpleLegal and the entity that executed it. If there is a conflict between the terms of any Order Form and this Agreement, the terms of this Agreement shall govern unless the Order Form specifically overrides the terms of the Agreement.

1.2 <u>Subscription Service; Orders</u>. This Agreement governs Customer's use of SimpleLegal's web-based software application which includes features and modules such as e-billing, matter management, accruals, and legal operations service as set forth in the applicable Order Form(s) (collectively, the "**Subscription Service**"). Subject to the terms and conditions of this Agreement, SimpleLegal will make the Subscription Service available throughout the Subscription Term set forth in the applicable Order Form. SimpleLegal will provide the Subscription Service in accordance with the service level commitments and support provisions set forth in <u>Exhibit A</u> to this Agreement, the terms of which are incorporated herein by this reference. The Subscription Services are subject to the following: 1 TB of data is included for all production, development and test environments). Any usage above this amount will be charged at $1,000 per month per additional 1 GB.

1.3 <u>Professional Services; Order Form</u>. Subject to the terms and conditions of this Agreement, SimpleLegal will provide the configuration and provisioning, integration, support, and other professional services ("**Professional Services**") related to Customer's use of the Subscription Service that are specified in an Order Form. SimpleLegal will not be obligated to provide any professional services beyond those Professional Services set forth in an applicable Order Form, unless and until the parties mutually agree in writing to any change order or amendment to such Order Form. For purposes of this Agreement, an executed statement of work constitutes an Order Form.

2. Fees and Payment.

2.1 <u>Fees; Expenses</u>. Customer will pay the fees for the Subscription Service specified in the Order Form (collectively, "**Subscription Fee**") and the fees for Professional Services specified in the Order Form ("**Professional Fee**"). Collectively, the Subscription Fee and Professional Fee are referred to in this Agreement as "**Fees**." The Subscription Fees are based on the total dollar amount of invoices submitted through the Subscription Services minus adjustments and/or rejections ("**Total Spend**"). All Fees are nonrefundable once paid except as expressly otherwise provided in this Agreement.

2.2 <u>Payment; Taxes</u>. All invoices are payable net 30 days from the date of Customer's receipt of invoice. Customer may choose to be invoiced for SimpleLegal through the SimpleLegal application or through Customer's approved standard invoicing process. That invoicing process may be specified in an Order Form or communicated via written notice which may be given via email. The fees payable under this Agreement do not include local, state or federal taxes or duties of any kind; any such taxes will be assumed and paid by the Customer, except for taxes based on SimpleLegal's income or receipts. Unless otherwise provided in an Order Form, amounts under this Agreement are payable in U.S. dollars.

3. Use of Subscription Service; Restrictions.

3.1 <u>Authorized Users</u>. Customer may designate and provide access to its (or its corporate affiliates') employees, independent contractors, or other agents as authorized users ("**Authorized User**"). Each set of credentials may be used only by a single, individual Authorized User. Customer remains responsible for all use and misuse of the Subscription Service that occurs under Authorized Users'

login credentials and for any breach of this Agreement by any Authorized Users. Customer agrees to promptly notify SimpleLegal of any unauthorized access or use of which Customer becomes aware.

3.2   Permitted Use; License. SimpleLegal hereby grants Customer a worldwide, non-exclusive, non-transferable right to access and use the Subscription Service, during the subscription term set forth in the Order Form ("**Subscription Term**"), for Customer's internal business purposes, all subject to the terms and conditions of this Agreement.

3.3   Prohibited Use. Customer will not (and will use diligent efforts to ensure that its Authorized Users do not): (a) "frame," distribute, resell, or permit access to the Subscription Service by any third party other than for its intended purposes; (b) permit multiple Authorized Users to access the Subscription Service using a single email address and password; (c) use the Subscription Service other than in compliance with applicable federal, state, and local laws; (d) interfere with the Subscription Service or disrupt any other user's access to the Subscription Service; (e) reverse engineer, attempt to gain unauthorized access to the Subscription Service, or attempt to discover the underlying source code or structure of the Subscription Service; (f) knowingly submit to the Subscription Service any content or data that is defamatory, harassing, discriminatory, infringing of third party intellectual property rights, or unlawful; (g) submit to the Subscription Service any routine, device or other undisclosed feature, including a so-called time bomb, virus, software lock, drop dead device, malicious logic, worm, Trojan horse or trap or back door or software routine, that is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, or which is intended to provide unauthorized access or to produce unauthorized modifications; or (h) use any robot, spider, data scraping or extraction tool or similar mechanism with respect to the Subscription Service.

4. Customer Data.

4.1   Ownership of Customer Data; Representation. As between the parties, Customer retains all right, title and interest in any and all data, files, attachments, text, images, personally identifiable information, and other content that Customer or its Authorized Users uploads, submits to, or collects via the Subscription Service (collectively, "**Customer Data**"). Customer Data includes data and content collected by Customer and its Authorized Users from third parties via the Subscription Service. Customer represents and warrants that it has all rights, permissions and consents necessary (a) to collect, store and process all Customer Data, including all personal data, on the Subscription Service, (b) to grant SimpleLegal the limited license to use Customer Data set forth in this Agreement, and (c) for any transfer or disclosure of Customer Data among Authorized Users or as otherwise authorized by Customer. If an individual whose personally identifiable information is hosted by SimpleLegal in connection with the Subscription Service requests access to their personal information, Customer is responsible for providing reasonable access to, modification of, or deletion of their data and in addition, handling any claims, disputes or proceedings. SimpleLegal is willing to provide assistance with any of the above at either Customer's or the individual's request and SimpleLegal will provide resources at its standard billing rates.

4.2   Use of Customer Data by SimpleLegal. Customer agrees that SimpleLegal may use the Customer Data to make the Subscription Service and its features available to Customer in accordance with this Section 4, including without limitation by making Customer Data available for viewing, download and modification by Authorized Users. SimpleLegal will have no liability for any collection, distribution, publication, display, use or disclosure of Customer Data by Customer and its Authorized Users via the Subscription Service. Customer agrees that SimpleLegal can use subcontractors (and sub-processors), including resources located outside of the United States, in providing Subscription and Professional Services. SimpleLegal may allow its service providers to host and access Customer Data in order to assist SimpleLegal in providing the Subscription Service, provided that (a) such service providers are subject to confidentiality obligations substantially as protective of the Customer Data as this Agreement and (b) SimpleLegal will be responsible for any breach of this Agreement by such service providers acting on its behalf in connection with the Subscription Service. SimpleLegal will maintain commercially reasonable administrative, technical and procedural safeguards designed to safeguard the Customer Data from unauthorized access, disclosure or loss. Provided that it has been aggregated with other data and anonymized such that neither Customer nor any individual can be identified as the source of the data, SimpleLegal may use Customer Data for product improvement, analysis, benchmarking, and similar purposes.

5. SimpleLegal APIs, Third Party Applications, and Pre-Release Applications.

5.1   SimpleLegal APIs. SimpleLegal may make its application programming interfaces (APIs), API access tokens, HTML scripts, data import tools, or other related software available to Customer as part of the Subscription Service (collectively, "**SimpleLegal APIs**"). SimpleLegal grants Customer a non-exclusive, non-transferable license, during the Subscription Term, to use any such SimpleLegal APIs solely to access and use the Subscription Service for Customer's internal use, and subject to the fees and restrictions on API usage that are set forth in the applicable Order Form. Customer agrees not to distribute, disclose or make available the SimpleLegal APIs to any third party or (unless the parties separately agree otherwise in writing) to distribute, disclose or make available any software application or website that incorporates or calls the SimpleLegal APIs.

5.2   Beta Services. As used in this Agreement and to the extent specified as Beta Services in the applicable Order Form, the term "Subscription Service" excludes any features, modules or applications labeled as "Pre-Release," "Alpha," "Beta" or the like ("**Beta Services**"). Beta Services are experimental, trial applications that may "break" or cease to be available at any time. SimpleLegal may remove or suspend access to Beta Services at any time. Beta Services are not required in order to use the Subscription Service and are not part of the Subscription Service, even if Customer elects to integrate them with the Subscription Service. BETA SERVICES ARE AVAILABLE ONLY ON AN "AS IS" BASIS. SIMPLELEGAL MAKES NO WARRANTY AS TO THE ACCURACY, RELIABILITY, COMPLETENESS,

USEFULNESS, NON-INFRINGEMENT, AVAILABILITY OR QUALITY OF ANY BETA SERVICES OR THE CONTENT MADE AVAILABLE THROUGH BETA SERVICES, AND SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, FOR THE BETA SERVICES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE FOREGOING DISCLAIMER APPLIES EVEN IF CUSTOMER INTEGRATES BETA SERVICES WITH THE SUBSCRIPTION SERVICE.

5.3   Third Party Applications. Upon Customer's request, SimpleLegal may integrate with certain third party software applications licensed by Customer ("**Third Party Applications**") for use in connection with the Subscription Service. These Third Party Applications are not part of the Subscription Service and this Agreement does not apply to such Third Party Applications, even if Customer elects to integrate Third Party Applications with the Subscription Service. Each Third Party Application is made available exclusively in accordance with the terms and conditions of the end user license agreement accompanying it, and SimpleLegal has no liability whatsoever with respect to Third Party Applications or any transfers of data to such Third Party Applications.

6. Term and Termination.

6.1   Term. This Agreement begins on the Effective Date and will remain in effect until terminated as set forth herein (the "**Term**"). Either party may terminate this Agreement in its entirety at any time and for any reason if there is no Order Form then in effect by providing ten (10) days prior notice to the other party in writing.

6.2   Termination for Cause; Suspension. Either party may terminate an individual Order Form, or this Agreement in its entirety, immediately if the other party materially breaches any material provision of this Agreement and fails to materially cure its breach within thirty (30) days after receiving the other party's written notice identifying the breach. In addition, SimpleLegal may suspend Customer's access to the Subscription Service immediately if (a) Customer fails to make a payment for more than fifteen (15) days following SimpleLegal's written notice of late payment, or (b) Customer has (or SimpleLegal reasonably suspects that Customer has) breached Section 3.3, 5.1, 8.1 or misappropriated or infringed SimpleLegal's intellectual property or proprietary rights in the Subscription Service.

6.3   Effect of Termination. Upon expiration or termination of an individual Order Form or this Agreement for any reason: (a) with respect to termination of the entire Agreement, all Order Forms will concurrently terminate; (b) all rights and obligations of the parties under this Agreement will cease except that the following sections survive any such termination or expiration: 2 (with respect to amounts accrued but unpaid as of the effective date of termination), 4, 6.3, 7, 8, 9.1, and 10 through 14; (c) notwithstanding any provision of any surviving section, Customer will have no further right to use the Subscription Service under the terminated or expired Order Forms; and (d) Customer will not be entitled to any refund of fees paid; provided however if Customer has terminated an Order Form for SimpleLegal's uncured breach pursuant to Section 6.2, Customer will be entitled to a refund of the portion of the Subscription Fees related to the unused portion of Total Spend. Except where Customer has terminated the Agreement for SimpleLegal's uncured breach pursuant to Section 6.2, Professional Fees are nonrefundable once paid. Upon termination of this Agreement, Customer will have 30 days to retrieve Customer Data from the Subscription Services using the built-in functionality to export such data. Thereafter, SimpleLegal will delete the Customer Data in the Subscription Services.

7. Intellectual Property.

7.1   Subscription Service and Documentation. As between the parties, SimpleLegal retains all right, title and interest in and to (a) the Subscription Service, the technology and software used to provide it, and all intellectual property and proprietary rights therein; and (b) all electronic and print documentation and other content and data (excluding Customer Data) made available through the Subscription Service. Except for Customer's rights to access and use the Subscription Service set forth in this Agreement, nothing in this Agreement licenses or conveys any of SimpleLegal's intellectual property or proprietary rights to anyone, including Customer. Customer agrees that SimpleLegal will have a perpetual right to use and incorporate into the Subscription Service any feedback or suggestions for enhancement that Customer or an Authorized User provides to SimpleLegal concerning the Subscription Service, without any obligation of compensation.

7.2   Professional Services; Work Product. All software, code, materials, ideas, deliverables, and items that are conceived, made, discovered, written or created by SimpleLegal's personnel in connection with providing Professional Services are referred to in this Agreement as "**Work Product.**" SimpleLegal hereby grants to Customer a non-exclusive, worldwide license to use Work Product solely for Customer's internal business purposes in connection with its use of the Subscription Service during the applicable Subscription Term. Except to the extent any Confidential Information, trademarks or logos of Customer are incorporated into the Work Product, SimpleLegal and its licensors retain all right, title and interest in and to the Work Product, the technology and software used to provide the Work Product, and all intellectual property and proprietary rights in the foregoing. Customer agrees that SimpleLegal will have a perpetual right to use and create derivative works of any feedback or suggestions for enhancement that Customer or its personnel provide to SimpleLegal concerning the Work Product, without any obligation of compensation.

8. Confidentiality.

8.1   Confidential Information; Restrictions on Use and Disclosure. As used herein, the "**Confidential Information**" of a party (the "**Disclosing Party**") means all financial, technical, or business information of the Disclosing Party that the Disclosing Party designates as confidential at the time of disclosure to the other party ("**Receiving Party**") or that the Receiving Party reasonably should understand to be confidential based on the nature of the information or the circumstances surrounding its disclosure. The terms and

conditions of this Agreement are the Confidential Information of each party, Customer Data is Customer's Confidential Information (subject to Section 8.2), and the SimpleLegal APIs are SimpleLegal's Confidential Information. Except as expressly permitted in this Agreement, the Receiving Party will not disclose, duplicate, publish, transfer or otherwise make available Confidential Information of the Disclosing Party in any form to any person or entity without the Disclosing Party's prior written consent. The Receiving Party will not use the Disclosing Party's Confidential Information except to perform its obligations under this Agreement (including, in the case of SimpleLegal, to provide the Subscription Service). Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent required by law, provided that the Receiving Party: (a) gives the Disclosing Party prior notice of such disclosure so as to afford the Disclosing Party a reasonable opportunity to appear, object, and obtain a protective order or other appropriate relief regarding such disclosure (if such notice is not prohibited by applicable law); (b) uses diligent efforts to limit disclosure and to obtain confidential treatment or a protective order; and (c) allows the Disclosing Party to participate in the proceeding. Further, Confidential Information does not include any information that: (i) is or becomes generally known to the public without the Receiving Party's breach of any obligation owed to the Disclosing Party; (ii) was independently developed by the Receiving Party without the Receiving Party's breach of any obligation owed to the Disclosing Party; or (iii) is received from a third party who obtained such Confidential Information without any third party's breach of any obligation owed to the Disclosing Party. The Receiving Party will return or destroy all Confidential Information upon the Disclosing Party's request after the termination or expiration of this Agreement and (if requested by the Disclosing Party) certify such return or destruction in writing.

8.2   Use and Disclosure of Customer Data. The Subscription Service is designed to facilitate collaboration and sharing of Customer Data among Authorized Users and (if chosen by Authorized Users) third parties. Accordingly, notwithstanding Section 8.1 or any provision of any separate nondisclosure agreement entered into by the parties, SimpleLegal may distribute and disclose Customer Data to third parties as permitted in Section 4.2.

9. Representations and Warranties; Disclaimer.

9.1   General. Each party represents and warrants that it has the necessary authority to enter into this Agreement.

9.2   Limited Warranty for Subscription Service. SimpleLegal represents and warrants that the Subscription Service will operate substantially as described in the online documentation made available with the Subscription Service.

9.3   Limited Warranty for Professional Services. SimpleLegal represents and warrants that the Professional Services will be provided in a professional, competent and workmanlike manner.

9.4   Remedies. Customer must notify SimpleLegal in writing of any alleged failure by SimpleLegal to comply with the warranty in Section 9.2 within 30 days of Customer's discovery of the non-compliance. SimpleLegal's entire liability and Customer's sole remedy for SimpleLegal's failure to perform in accordance with the warranty in Section 9.2 will be for SimpleLegal to: (i) use commercially reasonable efforts to cure or correct such failure, and (ii) if SimpleLegal is unable to cure or correct such failure within a reasonable time period, to terminate the Agreement (or the applicable Order) upon written notice for a pro rata refund of any portion of the Subscription Fee prepaid by Customer that remain unused as of the effective date of termination.   Similarly, Customer must notify SimpleLegal in writing of any alleged failure by SimpleLegal to comply with the warranty in Sections 9.3 within 30 days following delivery of the affected services. SimpleLegal's entire liability and Customer's sole remedy for SimpleLegal's failure to perform in accordance with the warranty in Section 9.3 will be for SimpleLegal to: (i) use commercially reasonable efforts to cure or correct such failure, and (ii) if SimpleLegal is unable to cure or correct such failure within a reasonable time period, to terminate the applicable Order Form upon written notice for a refund of the Professional Fee.

9.5   Disclaimer. Customer acknowledges that, as an internet-delivered software application, the Subscription Service may experience periods of downtime, including but not limited to scheduled maintenance. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE IN THIS SECTION 9, SIMPLELEGAL MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SUBSCRIPTION SERVICE, DOCUMENTATION, PROFESSIONAL SERVICES, WORK PRODUCT, SIMPLELEGAL APIS, OR ANY DATA OR CONTENT MADE AVAILABLE THROUGH THE SUBSCRIPTION SERVICE OR PROFESSIONAL SERVICES, WHETHER EXPRESS OR IMPLIED. SIMPLELEGAL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY. SIMPLELEGAL DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME.

10. Liability Limitation; Damages Exclusion. EXCEPT FOR LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11, FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8, OR FROM CUSTOMER'S BREACH OF SECTION 3.3 OR 5.1: (I) NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CLAIM OF ANY NATURE ARISING UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN GIVEN ADVANCE NOTICE OF SUCH POSSIBLE DAMAGES, AND (II) EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED WHICHEVER IS GREATER A) THE FEES PAID TO SIMPLELEGAL UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR B) $50,000. THE ABOVE LIMITATION SET FORTH IN SUBSECTION (II) ABOVE DOES NOT INCLUDE ANY FEES PAID OR PAYABLE BY CUSTOMER.

11. Indemnification.

4

11.1   By SimpleLegal. SimpleLegal will defend, indemnify and hold harmless Customer and its corporate affiliates, directors, officers, employees, successors, assigns and agents from and against any third party claim, demand or action, and all resulting damages, settlement amounts, penalties, costs and expenses, to the extent such claim, demand or action alleges that the Subscription Service or any Work Product, when used by Customer in compliance with this Agreement, infringes or violates any intellectual property or proprietary right of any third party; provided, however, that SimpleLegal's obligations under this Section 11 will not apply to the extent any infringement or violation arises from (a) use of the Subscription Service in combination with technology or services not provided by SimpleLegal, if such infringement would have been avoided but for such use, operation or combination, (b) Customer Data, (c) SimpleLegal's compliance with designs, specifications or instructions provided by Customer where those designs, specifications or instructions cause the infringement, or (d) use by Customer after notice by SimpleLegal to discontinue use, provided that SimpleLegal subsequently refunds amounts paid for the allegedly infringing material after Customer's discontinuance. THIS SECTION CONSTITUTES THE ENTIRE LIABILITY OF SIMPLELEGAL, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, FOR ANY THIRD PARTY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION ARISING OUT OF THE SUBSCRIPTION SERVICE OR PROFESSIONAL SERVICES.

11.2   By Customer. Customer will defend, indemnify and hold harmless SimpleLegal and its corporate affiliates, directors, officers, employees, successors, assigns and agents from and against any third party claim, demand or action, and all resulting damages, settlement amounts, penalties, costs and expenses, that arises out of or relates to Customer Data (except to the extent such claim arises from SimpleLegal's use of Customer Data in violation of this Agreement). THIS SECTION CONSTITUTES THE ENTIRE LIABILITY OF CUSTOMER, AND SIMPLELEGAL'S SOLE AND EXCLUSIVE REMEDY, FOR ANY THIRD PARTY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION ARISING OUT OF THE SUBSCRIPTION SERVICE OR PROFESSIONAL SERVICES.

11.3   Conditions. The indemnifying party's obligations under this section are contingent on the indemnified parties: (a) promptly providing written notice of the claim to the indemnifying party, (b) giving the indemnifying party sole control of the defense and settlement of the claim, and (c) providing the indemnifying party, at the indemnifying party's expense, all reasonable assistance in connection with such claim. In no event will an indemnified party be liable for any settlement that admits any fault of or imposes any monetary liability on an indemnified party without its prior written consent.

12. Notices. Except where this Agreement permits notice via email, all notices under this Agreement must be in writing and sent via internationally recognized delivery service or U.S. mail. Notices will be deemed given five (5) business days after being sent. Notices must be addressed: if to SimpleLegal, to Attn: Legal, 1360 Post Oak Blvd., Suite 2200, Houston, TX 77056 (and, for notices permitted to be sent via email, to legal@SimpleLegal.com); and, if to Customer, to Attn: Legal at the contact address set forth in the Order Form (and, for notices permitted to be sent via email, to the email address set forth on the signature page).

13. Entire Agreement. This Agreement, together with the applicable Order Form, represents the entire agreement between SimpleLegal and Customer with respect to Customer's use of the Subscription Service and the related matters set forth in it. As between SimpleLegal and Customer, this Agreement expressly supersedes (i) any terms or conditions stated in a Customer purchase order or similar document, whether submitted or executed before or after the Effective Date, and (ii) any other contemporaneous or prior agreements or commitments regarding the Subscription Service or the other subject matter of this Agreement. This Agreement may be updated from time to time by SimpleLegal by posting the amended terms, provided that the Order Form may be modified only in a written amendment or agreement executed by an authorized representative of each party.

14. General. Neither party will use the other party's name, logo or trademarks in any public communication without the other party's advance written consent (which may be given via email). Neither party is liable for delay or default under this Agreement if caused by conditions beyond its reasonable control (e.g., acts of God). This Agreement is governed by the internal laws of the State of California, without regard to its conflicts of law rules, and each party hereby consents to exclusive jurisdiction and venue in the state and federal courts located in Santa Clara County, California for any dispute arising out of this Agreement. Either party may assign this Agreement in connection with a merger or similar transaction, or to a company acquiring substantially all of its assets, equity, or business, without any requirement to obtain permission for such assignment; otherwise, neither party may assign this Agreement to a third party without the written consent of the other party in advance. This Agreement will bind and benefit the parties, their successors, and their permitted assigns. Each party is an independent contractor to (and may not act on behalf of or bind) the other. The waiver of any breach of any provision of this Agreement will be effective only if in writing, and no such waiver will operate or be construed as a waiver of any subsequent breach. This Agreement may be signed in counterparts and by facsimile, an e-sign tool, or PDF.

15. Foreign Corrupt Practices Act. SimpleLegal agrees to comply with and not to perform any act that would subject Customer to sanctions under the U.S. Foreign Corrupt Practices Act as amended from time to time. For its part, Customer agrees that it does not desire and will not request any service or action by SimpleLegal that would or might constitute a violation of the U.S. Foreign Corrupt Practices Act.

EXHIBIT A
Support and Service Level Commitments

Capitalized terms used but not defined in this Support and Service Levels exhibit ("**SLAs**") have the meanings ascribed to them in the Agreement.

Support:

- For Priority 1 issues (as defined below), SimpleLegal will be available to respond twenty-four (24) hours per day, seven (7) days per week, excluding "SimpleLegal Holidays" (New Year's Day, New Year's Eve, Martin Luther King, Memorial Day, Independence Day, Labor Day, Thanksgiving & Day after, Christmas, Christmas Eve), in accordance with the service levels specified below.
- For any other issues with service, SimpleLegal will provide technical support to Customer via both telephone and email on weekdays between the hours of 8:00 am through 8:00 pm Eastern Standard time, excluding SimpleLegal Holidays ("**Support Hours**"), in accordance with the service levels specified below.
- Customer may initiate a helpdesk ticket anytime by emailing help@simplelegal.com or via the in-application Help Widget.
- Customer may access self-service help through the SimpleLegal Resource Center.
- Customer acknowledges that one SimpleLegal support will have to access Customer's environment for support and issue resolution purposes.

Service Levels:

Incident / Request Types	Service Level
Priority 1 (P1): This is a severe Incident in a production environment, resulting in the Service being completely unavailable thereby halting transactions through the Service with no workaround.	For Priority 1 issues (as defined below), SimpleLegal will be available to respond twenty-four (24) hours per day, seven (7) days per week, excluding SimpleLegal Holidays.
Priority 2 (P2): This is a serious Incident in a production environment, in which a major function is experiencing abnormal behavior causing major inconvenience or common operations fail consistently.	SimpleLegal will use commercially reasonable efforts to respond to all bona fide helpdesk tickets and support inquiries within one (1) business day to acknowledge the issue, provide an update or estimate on resolution in accordance with the support hours specified above.
Priority 3 (P3): This is an Incident in a production environment, in which a fundamental function is experiencing abnormal behavior causing a common operation to sometimes fail or a less common operation to fail consistently.	
Priority 4(P4): This is an incident in a production environment, in which a Customer has a usage question on how to use the application.	

2. Availability. SimpleLegal will use commercially reasonable efforts to maintain the availability of the Subscription Service for Customer at least 99.9%, measured monthly, excluding SimpleLegal Holidays, weekends and scheduled maintenance. Further, any downtime resulting from outages of third party broadband connections or utilities, or from other reasons beyond SimpleLegal's control, will also be excluded from any such calculation.

Customer's sole and exclusive remedy and SimpleLegal's entire liability in connection with Subscription Service downtime shall be that, for each continuous hour of downtime lasting longer than one (1) hour, SimpleLegal will credit Customer 5% of Subscription Fees for the applicable month, up to a maximum of 100%. Downtime shall begin to accrue as soon as Customer correctly notifies SimpleLegal that downtime is taking place, and continues until the availability of the Subscription Service is restored. In order to receive downtime credit, Customer must notify SimpleLegal in writing within 24 hours from the beginning of downtime. Failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash but instead are applied against Customer's next payment of a Subscription Fee.