

## ENTEGRATA, INC.

### SUBSCRIPTION SERVICES AGREEMENT

This Subscription Services Agreement (this “Agreement”) is between [insert licensee legal name] a [state and type of entity] (“Subscriber”), and Entegrata, Inc., a Delaware corporation (“Entegrata”). This Agreement is effective on the date set forth on the signature page hereto (such date, the “Effective Date”).

#### RECITAL

Subscriber desires to engage Entegrata to provide its hosted software-as-a-service Subscription Services described herein for Subscriber’s internal business purposes, subject to the terms and conditions of this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### 1. Definitions.

The terms used in this Agreement have the meanings set forth below. Other terms are defined elsewhere in this Agreement.

“Available” means the Subscription Services are available and operable for access and use by Subscriber and its Users over the Internet in full conformity with the Documentation. “Availability” has a correlative meaning.

“Cloud Platform” means the data cloud data hosting platform provided by a third party with which Entegrata has contracted from time to time to host the Software Services.

“Documentation” means any manual, specification, instruction, or other material provided by Entegrata in any medium that describes the functionality, technical requirements and intended operation of the Software. Documentation also includes any applicable Order.

“Feedback” refers to any suggestion or idea for improving or otherwise modifying any of Entegrata’s Subscription Services, the Software or other products or Separate Services.

“Fees” means the subscription and other fees set forth in this Agreement or any Order for Subscription Services, related licenses and other Separate Services.

“New Module” means any new module of the Software that Entegrata may from time to time introduce and market generally that affords new functionality distinct from the modules for which Subscriber has subscribed (as may be indicated by Entegrata’s designation of such module), and which Entegrata may make available to Subscriber at an additional cost under a separate written agreement.

“Malicious Code” means malicious, harmful, disruptive, or disabling devices such as time bombs, time locks or drop-dead devices that could harm, damage, disable, or impair a system, network, media, storage, program or equipment.

“Object Code” means computer programming code in the form not readily perceivable by humans and suitable for machine execution without the intervening steps of interpretation or compilation.

“Order” means an Entegrata-originated, mutually executed or agreed document detailing an order of Subscriber for the Subscription Services, Separate Services or both which is incorporated into and becomes a part of this Agreement, initially including the order for the Subscription Services attached hereto as Exhibit A. In the event of any discrepancy between this Agreement and an Order, the Order shall govern.

“Personal Information” means information provided to Entegrata by or at the direction of Subscriber, information which is created or obtained by Entegrata on behalf of Subscriber, or information to which access was provided to Entegrata by or at the direction of Subscriber, in the course of Entegrata's performance under this Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, and other personal identifiers), in case of both subclauses (i) and (ii), including, without limitation, all Highly Sensitive Personal Information (as defined below). Subscriber's business contact information is not by itself deemed to be Personal Information. "Highly Sensitive Personal Information" means an (i) individual's government-issued identification number (including Social Security number, driver's license number, or state-issued identification number); (ii) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account; or (iii) biometric, genetic, health, medical, or medical insurance data.

“Separate Services” means the implementation, customization or Support Services which may be provided by Entegrata under an Order.

“Subscription Services” means Entegrata's software-as-a-service offering providing hosted data consolidation, integration and reporting for law firms and other professional service firms based on the Software.

“Software” means the Object Code form of Entegrata's proprietary data consolidation, integration and reporting software hosted and maintained by Entegrata as part of the Subscription Services under this Agreement, including any updates, Upgrades, or other modifications thereof delivered or made accessible as part of the Subscription Services.

“Subscriber Data” means any and all of any and all information data, materials, works, expressions or other content that are (a) provided, input or uploaded, submitted, posted, transferred, transmitted, or otherwise provided or made available by or on behalf of Subscriber, or any Timekeeper or User, or (b) collected, downloaded or otherwise received by Entegrata or the Subscription Services for Subscriber or any Timekeeper or User pursuant to this Agreement or any Order, or at the written request or instruction of Subscriber or its Timekeepers and/or Users for use with the Subscription Services. All output, copies, reproductions, improvements, modifications, adaptations, translations and any other derivative works of, based on, derived from any Subscriber Data are themselves also Subscriber Data.

“Support Services” means the technical support and maintenance services provided by Entegrata during the Term, including the provision of Upgrades, as set forth in Exhibit B.

“Timekeepers” means all attorneys, paralegals or other professional service providers employed or associated with Subscriber regularly engaged in rendering services to Subscriber’s clients.

“Upgrade” Entegrata’s releases of the Subscription Services for repairs, enhancements or new features applied by Entegrata to Subscriber’s instances of the Subscription Services at no additional fee during the Term but does not include any New Module.

“User” means an individual who is partner, member, employee, officer, director or contractor of Subscriber authorized by Subscriber to use the Subscription Services within subscriber’s organization, and to whom Subscriber has supplied a user identification and password authorized by Entegrata.

“User Data” means any and all information reflecting the access or use of the Subscription Services by or on behalf of Subscriber, Timekeepers, or any User, including any end user profile data, visit data, session data, impression data, click through data or click stream data and any statistical or other analysis, information, or data based on or derived from any of the foregoing.

**2. Grant of Access.** Subject to the terms of this Agreement, including any restrictions set forth in the applicable Order and the payment of Fees in accordance with the applicable Order, Entegrata grants Subscriber during the Term, a non-sublicensable, nonexclusive, revocable, nontransferable right to access and use the Subscription Services as provided by Entegrata as specified on the applicable Order, including for processing Subscriber Data. Such use shall be limited to authorized (as determined by Subscriber) Users and shall be used for Subscriber’s internal business purposes only. Entegrata shall provide to Subscriber the necessary passwords and network links or connections to allow Subscriber to access the Services. Subject to the terms and conditions contained in this Agreement, Entegrata hereby grants to Subscriber a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Subscriber’s internal business purposes in connection with

its use of the Services, including the right to perform, display, execute, reproduce, modify (including to create improvements and derivative works of), and to distribute and otherwise make available to Users.

- 3. Suspension.** Notwithstanding anything to the contrary in this Agreement, Entegrata may temporarily suspend Subscriber's and any User's access to any portion or all of the Subscription Services: (i) if Entegrata reasonably determines that (A) there is a threat or attack on any Entegrata intellectual property; (B) Subscriber's or any User's use of the Subscription Services disrupts or poses a security risk to the Subscription Services, Entegrata intellectual property or to any other customer or vendor of Entegrata; (C) Subscriber, or any User, is using the Subscription Services or Entegrata intellectual property for fraudulent or illegal activities; (D) subject to applicable law, Subscriber has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Entegrata's provision of the Subscription Services to Subscriber or any User is prohibited by applicable law; (ii) if any vendor of Entegrata has suspended or terminated Entegrata's access to or use of any third-party services or products required to enable Subscriber to access the Subscription Services; or (iii) in accordance with Sections 14.1 or 15.2 (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). Entegrata shall use commercially reasonable efforts to provide written notice of any Service Suspension to Subscriber and to provide updates regarding resumption of access to the Services following any Service Suspension. Entegrata shall use commercially reasonable efforts to resume providing access to the Subscription Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Entegrata will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Subscriber or any User may incur as a result of a Service Suspension.
- 4. Restrictions.** Except as this Agreement expressly permits, Subscriber shall not, and shall not permit any other Person to (a) copy, modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of any of the Subscription Services, or Software; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Subscription Services or the Software to any third party; (c) reverse engineer, disassemble, decompile, decode, or adapt the Subscription Services or Software, or otherwise attempt to derive or gain access to the source code of the Software or any technology, programs or systems comprising the Subscription Services, in whole or in part; (d) bypass or breach any security device or protection used for or contained in the Software, the Subscription Services or Documentation; (e) remove, alter, obscure, translate, combine, supplement, or otherwise change any trademarks, terms of the Documentation, warranties, disclaimers, or intellectual property rights, proprietary rights or other symbols, notices, marks, or serial numbers on or relating to any copy of the Software or Documentation; (f) use the Subscription Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any Person, or that violates any applicable Law; (g) use the Subscription

Services for purposes of: (I) benchmarking or competitive analysis of the Software or Subscription Services; (II) developing, using, or providing a competing or replacement software product or service; or (III) any other purpose that is to Entegrata's detriment or commercial disadvantage; or (h) use the Subscription Services or Documentation in any manner or for any purpose or application not expressly permitted by this Agreement. In addition, the Services use software, technology or systems licensed to Entegrata for such purpose from third parties and Subscriber's use of the Services is subject to such further restrictions under such licenses as may be described by Entegrata on its website ([www.entegrata.com](http://www.entegrata.com)). If Subscriber has subscribed for the Core Reporting module of the Services, this Section 4 does not restrict Subscriber from copying and modifying reports generated using such module.

**5. Usage Limits.** Subscriber's usage of the Subscription Services is limited to Subscriber's organization, including majority-owned subsidiaries, and is subject to usage limits specified in an Order, generally based on the number of timekeeping professionals associated with Subscriber. Fees owed by Subscriber shall be adjusted based on increases in Subscriber's associated timekeepers as provided herein and the applicable Order. A User's password may not be shared with any other User or person, or used simultaneously with multiple instances of the Subscription Services.

**6. Responsibilities.**

6.1 Subscriber shall ensure that its Users comply with this Agreement. Subscriber shall use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Services, and notify Entegrata promptly of any such unauthorized access or use. Subscriber shall use the Subscription Services only in accordance with the Documentation and applicable laws and government regulations.

6.2 Entegrata shall cause the Subscription Services to be hosted by a Cloud Platform provider that maintains industry standard data security and availability.

Entegrata is solely responsible for the payment of its personnel, including all fees, expenses, and compensation to, by, or on behalf of any such personnel and, if applicable, the withholding of income taxes and payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits. Entegrata shall ensure that no person who has been convicted of a felony or any misdemeanor involving, in any way, theft, fraud, bribery, or the violation of any securities law provides any Services or has access to any Personal Information or other Confidential Information of Subscriber. Entegrata shall be solely responsible for conducting all background checks necessary to comply with the foregoing. Both parties acknowledge and agree that time is of the essence with respect to its obligations under this Agreement and that prompt and timely performance of all such obligations, including all timetables and other requirements of this Agreement and each Service Order, is strictly required.

## **7. Subscriber Data; Third Party Applications.**

7.1 Except as set forth in this Agreement, as between Entegrata and Subscriber, Subscriber retains all right, title, and interest in and to Subscriber Data. Subscriber is solely responsible for the development, content, operation, use and selection of Subscriber Data to upload to the Subscription Services. All Subscriber Data must comply with the terms of this Agreement, and applicable legal and regulatory requirements relating to the Subscriber Data (including required retention periods). Subscriber shall: (i) not knowingly upload or provide Subscriber Data contains any Malicious Code; and (ii) shall maintain backup copies of the Subscriber Data outside the Subscription Services. Subscriber represents, warrants, and covenant that it is the owner or authorized licensee of Subscriber Data and has the right to grant the rights set forth herein. Without limiting the foregoing, Subscriber acknowledges that Subscriber is affording Entegrata access to Subscriber Data that is stored or available on, or compiled or generated from, software, applications or programming interfaces licensed to Subscriber by third parties. Subscriber is solely responsible to ensure that it has, and Subscriber represents, warrants and covenants that it has, all rights, licenses and permissions required from such third parties to authorize and provide for the functionality of the Subscription Services and Entegrata's performance of the activities contemplated in this Agreement.

7.2 Subject to Entegrata's obligations to protect Subscriber Data set forth herein, Subscriber hereby grants to Entegrata a nonexclusive, royalty-free, fully-paid, transferable license to cache, record, copy, view, display, and otherwise process any Subscriber Data disclosed to Entegrata or input or uploaded to the Subscription Services for the purpose of providing the Subscription Services and Separate Services to Subscriber for any purpose related to the billing, activation, provision, maintenance, Upgrades, updates, deactivation and/or use of the Subscription Services and/or related products and/or Separate Services, including sharing Subscriber Data to Entegrata's service providers as required to provide the Subscription Services and related products and/or services. Entegrata may automatically extract and use User Data and diagnostic, technical, usage and other information for the limited use of its research and analysis as may be necessary to enhance and improve the Subscription Services and Separate Services it provides to its customers and to develop Upgrades and New Versions, provided always that any such retained data or information of Subscriber shall be for internal use only and shall be used in a de-identified (and non-personally identifying), aggregated or anonymized manner only (collectively, "**Aggregated Statistics**"). As between Entegrata and Subscriber, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Entegrata. Subscriber agrees that Entegrata may (i) use Aggregated Statistics to the extent and in the manner permitted under applicable law.

**8. Upgrades.** During the Term, Entegrata will provide Subscriber with all Upgrades (including updated Documentation) that Entegrata may, in its sole discretion, make

generally available to its subscribers at no additional charge. Subscriber does not have any right hereunder to receive any New Module of the Software that Entegrata may, in its sole discretion, release from time to time unless Subscriber executes a new Order expressly subscribing for such New Module. Entegrata may apply numerical designations to indicate upgrades of existing versions of the Software and new major versions of the Software, generally using a formulation of numbers and decimal points, as follows: ##.##.##. The digits before and immediately to the right of the first decimal point will indicate the major version, and the digits to the right of the second decimal point will indicate the upgraded release of such major version. Upgrade releases are subsumed under their corresponding major versions for the purposes of support. Entegrata shall use reasonable efforts to provide Subscriber at least five (5) days' prior notice of any Upgrade to the Subscription Services. Entegrata shall use reasonable efforts to provide Subscriber at least two (2) days' prior notice of any Upgrade to the cloud infrastructure network, hardware, or software used by Entegrata to operate and deliver the Subscription Services if Entegrata, in its reasonable judgment, believes that the infrastructure Upgrade will impact Subscriber's use of its production instances of the Subscription Services. Entegrata will use commercially reasonable efforts to limit the period of time during which the Subscription Services is unavailable due to the application of Upgrades to no more than two (2) hours per month. Notwithstanding the foregoing, Entegrata may provide Subscriber with a shorter or no notice period of an Upgrade if necessary, in the reasonable judgment of Entegrata, to maintain the availability, security or performance of the Subscription Services or the ability of Entegrata to efficiently provide the Subscription Services. Subscriber may install Entegrata Upgrades when they are made available. Entegrata may cause Subscriber's instance of the Subscription Services to be upgraded automatically once it applies the Upgrade to subscribers generally. Subscriber may submit a support request to "defer Upgrade" not fewer than three (3) days' prior to a pending Upgrade of the Subscription Services. In that event the Upgrade shall not be applied to Subscriber's instances of the Subscription Services for a period of 30 days after the Upgrade is generally applied by Entegrata to its Subscribers. If Subscriber has requested "defer Upgrade" it may nevertheless be required to Upgrade timely if in the reasonable judgment of Entegrata the Upgrade is necessary to maintain the availability, security or performance of the Subscription Services or the ability of Entegrata to efficiently provide the Subscription Services. If Subscriber fails to install an Upgrade as required, Subscriber may experience defects, including without limitation those that affect the features, availability, performance and security of the Subscription Services. Subscriber hereby agrees that Entegrata is not responsible for any such defect or failure or its consequences.

## **9. Services.**

9.1 Other Services and Customization. Entegrata will use commercially reasonable efforts to provide any implementation, customization and consulting Separate Services set forth in an Order. Subscriber understands that any targeted implementation date provided by Entegrata in an Order is an estimate, and that the ability of Entegrata to follow any such timetable is dependent upon a number of factors beyond the control of Entegrata, especially the timely cooperation of

Subscriber. All customizations developed for Subscriber shall be deemed part of the Software hereunder owned by Entegrata. Subscriber agrees to reimburse Entegrata for all reasonable, pre-approved out-of-pocket expenses (including but not limited to transportation, lodging, meals, communications, and any miscellaneous business expenses) incurred in connection with its performance of any Separate Services. Expenses will be billed at the actual amounts incurred without markup.

9.2 Support Services. All Support Services shall comply with the terms of Exhibit B. Support Services shall be performed in a professional manner by qualified personnel in accordance with industry standards and in a manner designed to minimize disruption to Subscriber's business. Entegrata will respond to problem tickets submitted by Subscriber in accordance with Exhibit B.

### 9.3 Testing and Acceptance.

9.3.1 When Entegrata notifies Subscriber in writing that the Subscription Services are ready for use in a production environment, Subscriber shall have 20 business days (or such other period as may be expressly set forth in the applicable Order) from receipt of the notice to test the Subscription Services to determine whether they comply in all material respects with the requirements of this Agreement and the Documentation.

9.3.2 Upon completion of Subscriber's testing, Subscriber shall notify Entegrata of its acceptance ("**Accept**" or "**Acceptance**") or, if it has identified any noncompliance with the Agreement or the Documentation, rejection ("**Reject**" or "**Rejection**") of the Subscription Services or the particular module(s) deemed noncompliant. If Subscriber Rejects the Subscription Services or module(s), Subscriber shall provide a written list of noncompliant items that must be corrected. On receipt of Subscriber's notice, Entegrata shall promptly commence, at no additional cost or charge to Subscriber, all reasonable efforts to complete, as quickly as possible and in any event within 30 days from receipt of Subscriber's notice (or such other period as may be agreed upon by the parties in writing), such necessary corrections, repairs, and modifications to the Subscription Services to bring them into full compliance with the Documentation.

9.3.3 If any corrective measures are required under Section 9.3.2, upon its completion of all such measures, Entegrata shall notify Subscriber in writing and the process set forth in Section 9.3.1 and Section 9.3.2 shall be repeated; provided that if Subscriber reasonably determines that the Subscription Services, as revised, still do not comply in all material respects with the Documentation, Subscriber may, in its sole discretion:

(a) require Entegrata to repeat the correction process set forth in Section 9.3.2 at no additional cost or charge to Subscriber; or



(b) terminate on ten (10) days' advance written notice to Entegrata any and all of the relevant Order, with no liability, obligation, or penalty to Subscriber by reason of such termination.

9.3.4 If Subscriber elects to terminate the relevant Order, Entegrata shall refund to Subscriber all sums previously paid to Entegrata under such Order. All refunds payable under this Section 9.3.4 shall be paid within ten Business Days of Subscriber's written notice of termination.

9.4 Availability Requirement. Entegrata shall make the Subscription Services Available, as measured over the course of each calendar quarter during the Term (each such calendar quarter, a "**Service Period**"), at least 99.97% of the time, excluding only the time the Subscription Services are not Available solely as a result of one or more Exceptions (the "**Availability Requirement**"). "**Available**" means the Subscription Services are available and operable for access and use by Subscriber and its Users over the Internet in material conformity with the Documentation. "**Availability**" has a correlative meaning. The Subscription Services are not considered Available in the event of a material performance degradation or inoperability of the Subscription Services, in whole or in part.

9.4.1 Exceptions. No period of Subscription Service degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following ("**Exceptions**"): (a) events constituting force majeure as described in Section 22; (b) any act or omission by Subscriber or any User, or access to or use of the Subscription Services by Subscriber or any User, or any person using Subscriber's or a User's access credentials, that does not strictly comply with this Agreement and the Documentation; (c) Subscriber's or its User's Internet connectivity; (d) failure, interruption, outage, or other problem with any software, hardware, system, network, facility, cloud service platform or other matter or system not controlled by Entegrata (including the Cloud Platform) and not caused by Entegrata or the Software Services; (e) Scheduled Downtime; or (f) disabling, suspension, or termination of the Subscription Services for nonpayment or otherwise as authorized in this Agreement.

9.4.2 Scheduled Downtime. Entegrata shall notify Subscriber at least 24 hours in advance of all scheduled outages of the Subscription Services in whole or in part ("**Scheduled Downtime**"). All such scheduled outages shall be scheduled between the hours of 12:00 a.m. and 6:00 a.m., Eastern Time; and occur no more frequently than once per week.

9.5 Service Availability Reports. Within 30 days after the end of each Service Period, Entegrata shall provide to Subscriber a report describing the Availability of the Subscription Services during such Service Period and the contract year-to-date as compared to the Availability Requirement. The report shall include, at a

minimum: (a) the actual performance of the Subscription Services relative to the Availability Requirement; and (b) if Subscription Service performance has failed in any respect to meet or exceed the Availability Requirement during the reporting period, a description in sufficient detail to inform Subscriber of the cause of such failure and the corrective actions Entegrate has taken and will take to ensure that the Availability Requirement is met.

#### 9.6 Remedies for Service Availability Failures.

9.6.1 If the actual Availability of the Subscription Services is less than the Availability Requirement for any Service Period, such failure shall constitute a Service Error for which Entegrate shall issue to Subscriber the corresponding service credits as set forth in **Exhibit B ("Service Availability Credits")**.

9.6.2 If the actual Availability of the Subscription Services is less than the Availability Requirement in any two of four consecutive Service Periods, Subscriber may terminate this Agreement on written notice to Entegrate, which must be given no later than the date ten (10) days following the date of Subscriber's receipt of the Service Availability Report indicating such failure, with no liability, obligation, or penalty to Subscriber by reason of such termination.

9.6.3 Any Service Availability Credits due under this Section 9.7 will be applied as set forth in **Exhibit B**.

**10. Reporting and Audit Rights.** Subscriber shall report its current total number of associated Timekeepers to Entegrate promptly upon request, and no less frequently than the date 30 days prior to each anniversary of the Effective Date. Entegrate is also authorized to access Subscriber Data to ascertain or verify Subscriber's total Timekeepers from time to time. At any time that Subscriber has experienced for any reason an increase in its total associated Timekeepers by an amount greater than 5% from the number most recently reported to Entegrate, Subscriber shall report its updated total Timekeepers to Entegrate. Upon receipt of any updated report from Subscriber or otherwise upon ascertaining any increase in the number of Timekeepers associated with Subscriber in excess of the maximum Timekeepers the provided for under Subscriber's Order, Entegrate shall determine the incremental fees due for Timekeepers in excess of the previously agreed maximum and invoice Subscriber for such incremental fees, including (i) fees for excess Timekeepers prorated for the remaining portion of the current year of the Term, and (ii) at Entegrate's discretion, for the prior period during which Entegrate reasonably determines the previously agreed maximum was exceeded. Subscriber shall maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Entegrate may, at its own expense, on reasonable prior notice, periodically inspect and audit Subscriber's records with

respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Subscriber has underpaid Entegrata with respect to any amounts due and payable during the Term, Subscriber shall promptly pay the amounts necessary to rectify such underpayment, together with interest as provided herein. Subscriber shall pay for the costs of the audit if the audit determines that Subscriber's underpayment equals or exceeds 10% for any quarter. Such inspection and auditing rights will extend throughout the Term of this Agreement and continue for a period of two years after the termination or expiration of this Agreement.

11. **Subscriber Representations.** Subscriber represents and warrants that: (a) the individual signing or accepting this Agreement has all necessary corporate or other authority to bind the entity that it purports to make party hereto, (b) Subscriber has all necessary corporate or other authority or licenses to execute and deliver this Agreement and perform its obligations hereunder, (c) Subscriber has all necessary rights, consents, license, and permissions to legally provide any Subscriber Data to Entegrata for Entegrata's use and processing consistent with the terms of this Agreement, and (d) Subscriber Data will not: (i) violate any foreign, federal, state, local or provincial law or regulation; (ii) infringe any patent, copyright, trademark, trade secret, or other proprietary right of any third party.
12. **Proprietary Rights.** Entegrata and its affiliates, suppliers and licensors own, retain and reserve, all right, title and interest in and to: (a) the Subscription Services, Software and Documentation (including all components thereof and all Upgrades, modifications, enhancements and derivative works thereof, as well as customizations developed for Subscriber), and all work product and deliverables provided with Separate Services; and, (b) all copyrights, patent rights, trade secret rights, trademark and other intellectual property and other proprietary rights embodied in or relating to the Software and the Subscription Services. Subscriber acknowledges and agrees that it shall have no rights with respect to any of the foregoing and is only being afforded limited rights of use and access expressly set forth in this Agreement. Subscriber shall, during the Term, take commercially reasonable measures to safeguard the Subscription Services, Software and Documentation from infringement, misappropriation, theft, misuse, or unauthorized access. Subscriber shall and promptly notify Entegrata in writing if Subscriber becomes aware during the Term of: (i) any actual or suspected infringement, misappropriation or other violation of Entegrata's intellectual property rights in or relating to the Software or Documentation; or (ii) any claim that the Subscription Services, Software or Documentation, including any production, use, marketing, or sale thereof, in whole or in part, infringes, misappropriates or otherwise violates the intellectual property rights or other rights of any person.
13. **Feedback.** Entegrata shall have (and Subscriber hereby grants to Entegrata) a perpetual, royalty-free non-exclusive license to use, compile, modify and make derivative works from any Feedback from Subscriber or its Users. Entegrata does not agree to treat as confidential any Feedback Subscriber or its Users may provide to Entegrata, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Entegrata's right to use, profit from, disclose,

publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Subscriber or Users.

#### **14. Fees and Payment**

14.1 Payment. Subscriber shall pay all amounts due and owing under this Agreement and each Order in U.S. dollars within 30 days after the date of Entegrata's invoice therefor. If Subscriber fails to make any payment when due then, in addition to all other remedies that may be available to Entegrata, (i) Entegrata may charge interest on the past due amount at the rate of 1.0% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Subscriber shall reimburse Entegrata for all costs reasonably incurred by Entegrata in collecting any late payment of amounts due or related interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 15 days following written notice thereof, Entegrata may: (a) suspend Subscriber's use of the Subscription Services or (b) terminate this Agreement. Except as otherwise specified herein or in an Order, (a) fees are based on the right to access to the Subscription Services and not actual usage, and (b) all payment obligations under this Agreement are non-cancelable and non-refundable. All amounts payable by Subscriber are exclusive of any taxes, fees, duties, shipping, or other charges, however designated, now or hereafter levied. Subscriber is responsible for all incidental charges related to using the Subscription Services such as charges for Internet access, third party software licenses, cloud platform usage, text messaging, or other data transmission.

14.2 Errors. Subscriber must notify Entegrata within thirty (30) days of the receipt of the invoice of any billing errors thereon. If Subscriber does not notify Entegrata within this time, Entegrata will not be required to correct the error and/or make adjustments to Subscriber's account and Subscriber hereby waives any claim, allegation or contention with respect to such invoice.

14.3 Withhold Remedy. In addition to other remedies in law, at equity, and under this Agreement, if Entegrata is in material default under this Agreement or any Order and fails to cure the default within 30 days after receipt of Subscriber's written notice of default, Subscriber may, without waiving any other rights under this Agreement, elect to withhold from payments due to Entegrata under this Agreement during the period beginning with the 31st day after Entegrata's receipt of such notice of default, and ending on the date that the default has been cured, an amount that, in Subscriber's reasonable judgment, is in proportion to the magnitude of the default. Upon Entegrata's cure of the default, Subscriber will cause the withheld payments to be paid to Entegrata, without interest. The parties acknowledge and agree that the Service Availability Credits provided for in Exhibit B represent a reasonable estimate of the diminishment of value to Subscriber due to lack of Availability.

#### **15. Term; Termination**

15.1 Term. Unless otherwise specified in an applicable Order, the “Term” of the Agreement and each subscription shall begin on the Effective Date and terminate on the three-year anniversary of the Effective Date.

15.2 Termination; Suspension. This Agreement and all rights and licenses granted hereunder will automatically terminate at the end of the Term or earlier on the date that is thirty (30) days following a party’s receipt of written notice of termination based upon any material breach delivered by either party to the other party, if such breach remains uncured at the end of such notice period or immediately in the case of any breach of Sections 2, 4 or 5 by Subscriber. Furthermore, and without derogating from any rights or remedies of Entegrata, Entegrata shall be entitled to suspend the Subscription Services by Subscriber should Subscriber breach any term of this Agreement, including without limitation by failing to pay any amounts due in a timely manner. Upon termination of this Agreement, (i) Subscriber shall immediately cease all use of all Subscription Services and Documentation and (ii) within days ten (10) days deliver to Entegrata, or at Entegrata’s written request destroy, and permanently erase from all devices and systems Subscriber directly or indirectly controls, the Software, the Documentation and Entegrata’s Confidential Information, including all documents, files, and tangible materials (and any partial and complete copies) containing the foregoing. If requested by Subscriber in writing, Entegrata will provide data exports into a secured Azure storage account that the Subscriber may utilize to export Subscriber Data so that it may be independently retained for a limited period of up to ninety (90) days after expiration or termination of this Agreement. Subscriber will be responsible for any egress charges for data exported.

**16. Survival**. The following sections shall survive any expiration or termination of this Agreement: Sections 4, 7, 10-17, 19 and 21-22 and any other provision of this Agreement, including an Order, that must survive to fulfill its essential purpose.

## **17. Indemnification**

17.1 Entegrata Indemnification. Entegrata shall indemnify and defend Subscriber against any third party claims that the Software infringes any United States patent or United States copyright or misappropriates any trade secret (to the extent it qualifies as a trade secret under Delaware law), and pay any costs and damages finally awarded by a court of competent jurisdiction or agreed upon in settlement with respect to such claims, provided Entegrata is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and sole control over defense and settlement. Entegrata will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to the Software or portions or components thereof or any other software or documentation (a) not supplied by Entegrata, (b) made in whole or in part in accordance to Subscriber’s specifications, (c) modified by others after delivery by Entegrata, (d) combined with other products, processes or materials where the alleged infringement relates to such

combination, (e) where Subscriber continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (f) where Subscriber's use of the Software is not strictly in accordance with this Agreement or with the Documentation. If a third party claim is made or appears possible, Subscriber shall permit Entegrate, at Entegrate's sole discretion, to (A) modify or replace the Subscription Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Subscriber to continue use. If Entegrate determines that neither alternative is reasonably available, Entegrate may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Subscriber.

17.2 **Subscriber Indemnification.** Subscriber agrees to defend, indemnify, and hold harmless each of Entegrate, its affiliates and respective officers, employees, consultants, shareholders and representative from and against any and all claims, liabilities, damages, and/or costs (including attorneys' and expert witness fees, costs and other expenses) arising out of or related to: (a) any actual or alleged violation of this Agreement, any representation or warranty contained herein, or applicable law, rule or regulation by Subscriber or any person accessing or using the Subscription Services by or through Subscriber; (b) any actual or alleged infringement or misappropriation by Subscriber, or any person accessing or using the Subscription Services by or through Subscriber, of any intellectual property or privacy or other right of any person or entity (except claims of infringement or misappropriation arising solely from use of the Subscription Services as provided under this Agreement); or (c) use of the Subscription Services in combination with data, software, hardware, equipment, or technology not provided by Entegrate or authorized by Entegrate in writing; (d) the effects of Malicious Code contained in Subscriber Data; or (e) modifications to the Subscription Services not made by Entegrate. Subscriber may not settle any third-party claim against Entegrate unless Entegrate consents to such settlement in writing.

**18. Limited Warranty and Disclaimer.** Entegrate warrants to Subscriber for a period of ninety (90) days from Subscriber's first use of the Subscription Services (the "Warranty Period") that the Software will operate substantially as described in the Documentation for the Software when installed, operated, and used as recommended in the Documentation and in accordance with this Agreement. This warranty covers only breaches reported to Entegrate in writing during the Warranty Period, and which are capable of being observed or reproduced by Entegrate. SOFTWARE OR ANY PART THEREOF WHICH HAS BEEN SUBJECT TO ALTERATION, MODIFICATION, INSTALLATION NOT AUTHORIZED BY ENTEGRATA IS NOT COVERED BY THIS WARRANTY. ANY LIABILITY OF ENTEGRATA UNDER THIS WARRANTY WILL BE LIMITED EXCLUSIVELY TO REPAIR OR REPLACEMENT OF THE SOFTWARE OR, IF REPAIR OR REPLACEMENT IS INADEQUATE AS A REMEDY OR, AT ENTEGRATA'S DETERMINATION, IMPRACTICAL, TO REFUND OF THE FEE PAID FOR SUCH SOFTWARE FOR THE PERIOD OF DEFICIENT OPERATION. EXCEPT FOR THE

FOREGOING, ALL SUBSCRIPTION SERVICES AND THE SOFTWARE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT. FURTHER, ENTEGRATA DOES NOT WARRANT RESULTS OF USE, THAT THE SUBSCRIPTION SERVICES AND SOFTWARE WILL BE BUG FREE OR WILL PROVIDE ANY PROTECTION AGAINST VIRUSES OR ANY NETWORK INTRUSION OR SECURITY BREACH, OR THAT THE USE OF SUBSCRIPTION SERVICES OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

**19. Limitation of Liability.** NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, AND EXCEPT FOR BODILY INJURY CAUSED BY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY ENTEGRATA'S EMPLOYEES, AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, ENTEGRATA AND ITS SUPPLIERS AND LICENSORS SHALL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION INDEMNIFICATION OBLIGATIONS) OR UNDER ANY CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE FEES PAYABLE TO IT BY SUBSCRIBER FOR THE SUBSCRIPTION SERVICES HEREUNDER FOR THE CURRENT TERM, (II) FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS, OR (III) FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE OR DATA, DAMAGE TO SYSTEMS OR EQUIPMENT, BUSINESS INTERRUPTION OR COST OF COVER) WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, EVEN IF ENTEGRATA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT ENTEGRATA WOULD NOT ENTER INTO THIS AGREEMENT UNLESS IT COULD RELY ON THE LIMITATIONS DESCRIBED IN THIS PARAGRAPH.

**20. Insurance.** Entegrata agrees to maintain insurance with a reputable insurance carrier with minimum policy limits set forth in this Section 20. Entegrata shall provide proof of insurance to Subscriber upon request. Entegrata shall maintain the following policies of insurance throughout the Term: (a) Statutory Workers' Compensation and/or Employer's Liability, with minimum limits as required by law; (b) Commercial General Liability with a minimum combined single limit of \$1,000,000 per occurrence; (c) Umbrella/Excess Liability, on an occurrence basis, with minimum limits of at least \$1,000,000 per occurrence; and (d) Cyber Liability / Tech E&O with minimum limits of at least \$1,000,000 per occurrence.

**21. Confidentiality and Privacy.**

21.1 Confidential Information. From time to time during the Term, either party may disclose or make available to the other party information about its business

affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, whether or not marked, designated or otherwise identified as “confidential” (collectively, “Confidential Information”). The Software and Documentation is Confidential Information of Entegrata. Subscriber Data is Confidential Information of Subscriber. If Subscriber is a law firm, Confidential Information shall include information relating to the identity of Subscriber’s clients and the matters in connection with which Subscriber provides services to such clients (collectively “Client Confidential Information”). Confidential Information does not include information (other than Client Confidential Information and information protected by Data Privacy Laws) that, at the time of disclosure, is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party’s Confidential Information to any person or entity, except to the receiving party’s partners and employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder and shall not use the other party’s Confidential Information for any purpose other than the purposes permitted under this Agreement. Each party agrees to use the same standard of care to protect Confidential Information as it uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law; provided that, if any Confidential Information must be disclosed to any third party by reason of legal or regulatory requirements beyond the reasonable control of the receiving party, the receiving party shall promptly notify the disclosing party of the order or request and permit the disclosing party (at its own expense) to seek an appropriate protective order. On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party’s Confidential Information, or destroy all such copies and, promptly upon request, certify in writing to the disclosing party that such Confidential Information has been destroyed. Each party’s obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving party; provided, however, with respect to any Client Confidential Information and Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law and, in the case of Client Confidential Information, indefinitely.

## 21.2 Privacy of Personal Information.



- a. Security Program. Entegrata shall maintain an information security program to protect Personal Information that complies with data privacy laws applicable to Entegrata's activities under this Agreement (collectively, together with any regulations promulgated pursuant to such laws, "Data Privacy Laws"). Entegrata shall comply at all times with the terms of the Data Processing Addendum set forth at [www.entegrata.com](http://www.entegrata.com) and incorporated herein by reference. Subscriber is responsible for securing its instance of the Subscription Services in order to prevent unauthorized disclosure of Subscriber Data via the logical access management controls available within the Subscription Services. This obligation includes proper management and administration of its login credentials and ensuring a secure configuration of Subscriber systems for any customization, extension, or integration used by Subscriber. The foregoing obligation also includes appropriate security procedures to protect Subscriber Data from Malicious Code. Subscriber shall inform Entegrata in writing if it will provide Entegrata "Personal Data" as defined by the General Data Protection Regulation (GDPR) Regulation. In such event, the Parties agree to enter into a Data Processing Agreement containing Standard Contractual Clauses in order to ensure compliance with applicable data privacy laws. Subscriber represents and warrants that it has the legal authority to provide Entegrata with any and all Personal Data that is made available to Entegrata as part of the Subscriber Data or otherwise in connection with the Services.
- b. Entegrata is a "service provider", "processor", or equivalent term under Data Privacy Laws applicable to Entegrata's activities under this Agreement and is not a "third party" or any other term that would permit the sale or sharing of Subscriber controlled personal information under Data Privacy Laws, and Subscriber is a "controller", "business" or equivalent term under applicable Data Privacy Laws. Entegrata will not sell Personal Information (as such term is defined in applicable Data Privacy Laws), and will treat such Personal Information as Confidential Information under this Agreement. Entegrata's Privacy Policy is incorporated herein by reference and can be found on Entegrata's website, [www.entegrata.com](http://www.entegrata.com). The Privacy Policy may be amended from time to time in Entegrata's discretion. Entegrata agrees that it shall adhere at minimum to standards no less than those in the current Privacy Policy, or as otherwise required by applicable Data Privacy Laws.
- c. Entegrata understands and agrees that Subscriber Confidential Information may include attorney client privileged information and shall use its best efforts to maintain such attorney client privilege, and that any breach of this Section 21.2(c) shall be a material breach of this Agreement.

## 22. General Terms.

- 22.1 Use of Subscriber's Name. Entegrata is authorized to identify Subscriber as a customer when referring to lists of customers and in its promotional communications generally.
- 22.2 Assignment. Neither this Agreement nor the rights and licenses granted hereunder are assignable or transferable by Subscriber (including any transfer by operation of law) without the prior written consent of Entegrata. Any attempt to do so shall be null and void ab initio. Entegrata may assign this Agreement in whole or in part.
- 22.3 Governing Law; Jurisdiction. This Agreement shall be governed by the laws of the State of Delaware and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Subscription Services shall be subject to the exclusive jurisdiction of the state and federal courts located in the State of Delaware. This choice of jurisdiction does not prevent either party from seeking injunctive relief in connection with any breach or threatened breach of this Agreement or enforcement or recognition of any award or order in any appropriate jurisdiction. In addition, the parties agree that they may only bring claims against the other in their individual capacities and not as a plaintiff, class representative or member in any purported class or representative proceeding. The parties hereby agree that each is waiving all respective rights to a trial by jury regarding any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Subscription Services. Any claim by either party arising out of or related to this Agreement must be brought no later than two (2) years after it has accrued.
- 22.4 Remedies. Subscriber acknowledges that the Software and Documentation contain valuable proprietary information of Entegrata and is protected by applicable intellectual property laws and treaties and by international copyright law and that any actual or threatened breach of the licenses granted herein will (a) constitute infringement or misappropriation of Entegrata's intellectual property rights and (b) cause immediate, irreparable harm to Entegrata for which monetary damages would be an inadequate remedy and for which injunctive relief is an appropriate remedy, in addition to any other remedy available to Entegrata. Each party further acknowledges and agrees that a breach or threatened breach of Sections 4, 5, 12 or 21 of this Agreement would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including in a restraining order, an injunction, specific performance, and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not

exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise. The parties agree that this Agreement shall not be presumptively interpreted for or against any party by reason of that party having drafted or negotiated, or failed to draft or negotiate, all or any portion of this Agreement.

- 22.5 Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party against the other party arising out of this Agreement, the prevailing party is entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.
- 22.6 Entire Agreement; Severability. This Agreement, including the exhibits and addenda incorporated herein, together with all Orders, represents the entire agreement between Entegrata and Subscriber regarding Subscriber's use of the Subscription Services, and supersedes and replaces any previous communications, representations, or agreements, or Subscriber's additional or inconsistent terms, whether oral or written. In the event any provision of this Agreement is held invalid or unenforceable the remainder of the Agreement will remain enforceable and unaffected thereby.
- 22.7 Force Majeure. Each party's obligation (other than Subscriber's obligation to pay Fees when due) shall be suspended during any period that the party is rendered incapable of performing by virtue of any criminal acts of third parties, war, Malicious Code or viruses, acts of public enemies, severe weather conditions, utility failures, strikes or other labor disturbances, fires, floods, other natural disasters, other acts of God, telecommunication or interruption of Internet service, or any causes of like or different kind beyond any reasonable control of the party.
- 22.8 Amendment and Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed on behalf of each party and any waiver of any provision of this Agreement by a party must be in writing signed on behalf of such party. The failure of either party to insist in any instance upon any payment or performance when due by the other party, shall not relieve such other party of any of its obligations with respect to such performance, or constitute a waiver of such party's right to insist upon the full and timely performance in the future of any of the other party's obligations under this Agreement.
- 22.9 Export Regulation. The Subscription Services may be subject to US export control laws, including the US Export Control Reform Act and its associated regulations. Subscriber will not directly or indirectly, export, re-export, or release the Subscription Services to, or make the Subscription Services accessible from, any country, jurisdiction or Person to which export, re-export, or release is prohibited by applicable Law. Subscriber will comply with all applicable Laws and complete all required undertakings (including obtaining

any necessary export license or other governmental approval) prior to exporting, re-exporting, releasing, or otherwise making the Subscription Services available outside the US.

22.10 Notices. Any notice, request, consent, claim, demand, waiver, or other communication under this Agreement have legal effect only if in writing and addressed to a party at the address set forth in the applicable Order or to such other address or such other person that such addressee party may designate from time to time in accordance with this section. Notices will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent if by email with confirmation of transmission; and (d) on the fifth (5th) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

22.11 No Third Party Beneficiaries. This Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third party (other than indemnitees associated with the parties to the extent expressly provided herein).

22.12 Execution. This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile, “.pdf file” or other electronic method of transmission shall be equally effective as delivery of an originally executed counterpart of this Agreement.

EXECUTED by the parties as of the **Effective Date set forth below**.

“Subscriber”	Entegrata, Inc.
By:	By:
Name:	Name:
Title:	Title
<b>Effective Date:</b>	, 202__

**Exhibit A**

**Subscription Services Subscription Order**

**Subscriber:**

Company Name:

Address:

Contact and Address/Email for notices:

Effective Date: \_\_\_\_\_, 202\_\_

Targeted Implementation Date: 30 days after the Effective Date

**Terms & Conditions**

Contract Term: 3 Years from Effective Date.

Billing Method: PDF/Emailed Invoices

Billing Frequency: Annual in advance

Billing Currency: USD

Direct Invoices To:

Name: [ ]

Email: [ ]@ [ ] .com]

Payment Terms: Net 30

**Initial Subscriber Enterprise Size Limitation:** XXX Timekeepers (i.e. lawyers and other service professionals associated with Subscriber)

**Subscriber subscribes for each of the modules checked below:**

Integration	Core Reporting	Clean/ Harmonization	3 <sup>rd</sup> Party Enrichment
[ ]	[ ]	[ ]	[ ]

## Subscription Fees

Entegrata fees are charged per timekeeper for the maximum number of Timekeepers associated with Subscriber (not the number of Users) and are adjusted periodically for changes in the number of Subscriber's associated Timekeepers and for scheduled price increases, as indicated below.

Year	Annual Fee Per Timekeeper	Initial Maximum Timekeepers	Total Annual Fee
1	\$		\$
2	\$	*	\$_____*
3	\$	*	\$_____*

**\*Annual fees are subject to adjustment based on increases in the number of Subscriber's associated Timekeepers above the agreed maximum. Subscriber shall report its total associated Timekeepers to Entegrata annually and as requested from time to time as provided in the Subscription Agreement.** At any time the number of Timekeepers associated with Subscriber exceeds the current authorized maximum, Entegrata may charge incremental fees for each timekeeper in excess of such maximum in accordance with its then-current pricing.

## Supplemental Terms

### Special Early Adopter Terms

Subscriber has agreed to participate in early adoption of the Subscription Services for the initial Term. Accordingly, the following terms and qualifications of the Subscription Agreement apply *for the initial Term only* and shall not be continued for any extension of the Subscription Agreement beyond the initial Term:

- **Discounted Fee:** The Subscription Fee reflected above is reduced by 40% from Entegrata's standard fees. Fees for any renewal or extension of the Term will be adjusted accordingly. Any additional Timekeepers added in excess of the initially agreed maximum during this initial Term will be billed at the standard fee rate.
- **Payment terms:** Fees will be invoiced in the first year upon delivery of the modules set forth in the table above, as follows.

Module	Integration	Core Reporting	Clean/ Harmonization	3 <sup>rd</sup> Party Enrichment
Charge per Timekeeper	\$	\$	\$	\$

- Payments made for years 2 and 3 of the initial Term will be due as provided above.
- Use of Name and Cooperation with Promotional Efforts: Entegrata is authorized to identify Subscriber as an early Subscriber of Entegrata in its written promotional materials and promotional presentations and to post and utilize comments provided by Subscriber or its users for such purposes.
- Subscriber shall make [ ] of its Users available to Entegrata on reasonable notice on \_\_ occasions during each calendar quarter of the Term to participate in video conference sessions to obtain user feedback with representatives of Entegrata to provide input to Entegrata on performance of the Subscription Services.
- The warranty provided in the first sentence of Section 18 shall not apply. Instead the Software is provided without warranty of any kind, “as is,” with no warranty of any kind shall apply and all implied warranties are waived to the extent permitted by law.
- Section 9.3, refund on termination for deficient testing, shall not apply.
- Section 9.6 shall not apply and Subscriber shall not be entitled to any Service Availability Credits.
- Section 10.5 shall not apply and Entegrata may not provide 24 hours notice for downtime as the Product, Modules, or Services may go through rapid development and enhancements.
- Section 14.3, Withhold Remedy, shall not apply.

This Order is made subject to the Subscription Services Agreement between Entegrata and the undersigned party below.

"Subscriber"	Entegrata, Inc.
By:	By:
Name:	Name:
Title:	Title



## **Exhibit B SUPPORT AND MAINTENANCE SERVICES**

### **Services**

Support and Maintenance Services entitles Subscriber to:

- Email support for problem initiation through [support@entegrata.com](mailto:support@entegrata.com)
- Release notes on new versions, Upgrades, and patches
- Correction of errors in accordance with the response and resolution requirements of this Exhibit.
- Response and resolution of support requests as specified in this Exhibit.

### **Service Monitoring and Management**

Entegrata shall employ industry standard measures to continuously monitor and manage the Subscription Services seeking to prevent Unavailability and to meet the Availability Requirement. If Entegrata confirms a Subscription Service outage in whole or in part, it shall (i) notify Subscriber in writing pursuant to the procedures set forth herein that an outage has occurred, providing such details as may be available, including a Entegrata trouble ticket number, if appropriate, and time of outage; and (ii) work to address any Blocker or Critical Service Errors caused by the outage until they are Resolved in accordance with the Support Request Classification set forth below, or, if determined to be an internet or Cloud Platform provider problem, open a trouble ticket with the third party provider; and (iii) notify Subscriber when Entegrata has fully corrected the outage and any related problems, along with any pertinent findings or action taken to close the trouble ticket.

### **Service Maintenance**

Entegrata shall employ industry standard maintenance measures directed to ensuring the Subscription Services meet the Availability Requirement and operate properly in accordance with this Agreement and the Documentation. Such maintenance services shall include providing to Subscriber and its Users all Upgrades, bug fixes, enhancements, and other improvements to the modules for which Subscriber has subscribed that Entegrata provides at no additional charge to its other similarly situated customers.

### **Technical Support**

Following the completion of implementation, if Subscriber requires any on-going or one-off customization and/or enhancements efforts, Entegrata will charge its regular reasonable hourly rates (for the support staff required) for any support issues arising from Subscriber related changes, or requested from the Subscriber that require customization or enhancements.

## Problem Initiation

Upon identifying a problem with the Subscription Services, Subscriber must log a request (“Support Request”) through email (as listed above). Entegrata technical personnel will provide support regarding any question or issue regarding the functionality of the Subscription Services in Subscriber's environment.

## Problem Resolution

Once a problem is confirmed through Problem Initiation, Subscriber may notify Entegrata during normal business hours, 8:00 a.m. to 5:00 p.m. EST, to resolve a problem report. Entegrata will use commercially reasonable efforts to fix the problem or answer the question over the phone.

## Resolution Efforts and Allowance

Entegrata support personnel will provide technical support at no additional charge. Technical support is defined as assistance for services that ARE directly attributable to Entegrata and its Subscription services. Subscriber technology issues that are NOT directly attributed to Entegrata or the Subscription Services, such as Subscriber making changes to its network that adversely affect connectivity to the Entegrata solution, are not covered under technical support.

## Response Procedures and Obligations

Entegrata will respond to problems in accordance with the following chart.

Severity	Response Time
1	2 hours
2	4 hours
3	One (1) Business Days
4	Five (5) Business Days
5	Ten (10) Business Days

\*When notification is provided during Entegrata normal business hours (8-5 EST, M-F). If notification is provided outside normal business hours Entegrata will respond within the above assignment times commencing with opening of business on the next business day.

Problem Severity	Summary	Description
1-Blocker (S1)	Software and/or Subscription Services are completely unusable.	A production system is down or rendered unusable (including operating in a materially degraded state) with no available workaround. Business operations have been halted or substantially impacted.
2-Critical (S2)	Use of the Software and/or Subscription Services are significantly degraded.	A production system is functioning with significantly reduced capacity and no available workaround. Business operations can continue in a limited fashion.
3-Major (S3):	Non-critical loss of Software and/or Subscription Services functionality	Partial, non-critical loss of Software and/or Subscription Services functionality. Usage of Software and/or Subscription Services are impaired but business operations can continue.
4-Minor (S4):	General usage question.	A general usage or how-to question. An error is cosmetic in nature or has minimal impact on business operations.
5-Enhancement (S5)	Requests for enhancements.	The Software has functionality that Subscriber would like changed or added.

Response and resolution times will be measured from the time Entegrata receives a Support Request until the respective times Entegrata has (i) responded to, in the case of response time and (ii) Resolved such Support Request, in the case of Resolution time. "Resolve" (including "Resolved," "Resolution," and correlative capitalized terms) means that, as to any Service Error, Entegrata has provided Subscriber the corresponding Service Error correction and notified Subscriber of such correction. Entegrata shall respond to and Resolve all Service Errors within the times provided in this Exhibit, based on the severity of the Service Error. "Service Error" means any failure of any Subscription Service(s) to be Available or otherwise perform in accordance with this Agreement, any order, or the Documentation, other than a failure attributable to degradation or unavailability of Entegrata's third-party Cloud Platform outside the reasonable control of Entegrata.

**Service Availability Credits.**

If a Service Error causes actual Availability of the Subscription Services to be less than the Availability Requirement for any Service Period, Entegrata shall issue to Subscriber the corresponding service credits set forth below:

Required Availability Service Level	Calculation Formula	Service Availability Credits
Subscription Services shall be Available 99.97% of the time during each Service Period excluding periods Subscription Services are not Available due to an Exception.	$(\text{Actual Uptime} \div (\text{Scheduled Uptime} - \text{Total Minutes in Service Period Subscription Services are not Available Due to an Exception})) \times 100 = \text{Percentage Uptime.}$	No Service Availability Credits will be given for any Service Period in which Percentage Uptime equals or exceeds the Availability Requirement. Subscriber shall be entitled to a Service Availability Credit of 10% of the Fees payable for Subscription Services provided during the Service Period for each 1% by which Percentage Uptime is less than the Availability Requirement, such credit not to exceed 100%.

## **Corrective Action Plan**

If two or more Blocker (S1) or Critical (S2) Service Errors occur in any 30-day period during the Term, Entegrata shall promptly investigate the root causes of these Service Errors and provide to Subscriber within five Business Days of its receipt of notice of the second such Support Request an analysis of such root causes and a proposed written corrective action plan for Subscriber's review, comment, and approval, which, subject to and upon Subscriber's written approval, shall be a part of, and by this reference is incorporated in, this Agreement as the parties' corrective action plan (the "Corrective Action Plan"). The Corrective Action Plan shall include, at a minimum: (x) Entegrata's commitment to Subscriber to devote the appropriate time, skilled personnel, systems support, equipment, and other resources necessary to Resolve and prevent any further occurrences of the Service Errors giving rise to such Support Requests; (y) a strategy for developing any programming, software updates, fixes, patches, etc. necessary to remedy and prevent any further occurrences of such Service Errors; and (z) time frames for implementing the Corrective Action Plan. There will be no additional charge for Entegrata's preparation or implementation of the Corrective Action Plan in the time frames and manner set forth therein.

In the case of failures attributable to degradation or unavailability of Entegrata's third-party Cloud Platform outside the reasonable control of Entegrata but affecting Availability, Entegrata shall work diligently to post support requests to the third party provider and pursue resolution of such failure until such failure is resolved by such provider and shall provide timely status reporting to Subscriber.