

# SPRINGCM® MASTER SUBSCRIPTION AND SERVICES AGREEMENT

*PLEASE NOTE:* BY ACCEPTING THIS AGREEMENT, EITHER BY (A) COMPLETING AND SUBMITTING TO SPRINGCM INC. (“SPRINGCM,” “US,” “OUR,” OR “WE”) AN ONLINE REGISTRATION FORM REFERENCING THIS AGREEMENT OR OTHERWISE INDICATING YOUR ACCEPTANCE OF AN ONLINE VERSION OF THIS AGREEMENT, (B) SIGNING A COPY OF THIS AGREEMENT, OR (C) SIGNING AN ORDER FORM OR SOW (EACH AS DEFINED BELOW) THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY (E.G., YOUR EMPLOYER), YOU REPRESENT THAT YOU ARE AUTHORIZED TO DO SO (AND, AS USED HEREIN, THE TERMS “CUSTOMER,” “YOU” AND “YOUR” REFER TO YOU AND, IF APPLICABLE, ANY SUCH ENTITY). IF YOU ARE NOT SO AUTHORIZED, OR IF YOU DISAGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT OR USE THE SOLUTIONS. SPRINGCM’S WILLINGNESS TO ENTER INTO THIS AGREEMENT IS CONTINGENT ON YOUR ACCEPTING THIS AGREEMENT WITHOUT MODIFICATION.

This Master Subscription and Services Agreement, including any Orders and SOWs entered into by the Parties hereunder (all of the foregoing, collectively, this “Agreement”), is made effective (a) as of the date SpringCM accepts this Agreement, if it is being executed in hardcopy form or by submission to SpringCM of an online registration form referencing this Agreement, or otherwise (b) on the date that the initial Order or SOW is executed by SpringCM and You (such date, the “Effective Date”). You and SpringCM may be referred to herein individually as a “Party” and collectively as the “Parties.” You and SpringCM hereby agree to the foregoing and as follows:

## 1. OVERVIEW

### 1.1 Free Trial.

(a) If You register on SpringCM’s website for a free trial to the SpringCM Solutions (as defined in Section 1.2), this Agreement will govern your use of the Solutions on a *no-charge, free trial basis* during the specified

free trial period. This Agreement will also govern your use of the Solutions after the free trial period, if you elect to purchase a Subscription to any of the Solutions.

(b) ANY CUSTOMER CONTENT (AS DEFINED IN SECTION 5.2) YOU ENTER OR UPLOAD INTO THE SOLUTIONS, AND ANY CONFIGURATIONS, PREFERENCE SETTINGS, AND OTHER CUSTOMIZATIONS YOU MAKE TO THE SOLUTIONS, DURING YOUR FREE TRIAL PERIOD, WILL BE PERMANENTLY DELETED FROM THE SOLUTIONS AT THE END OF THE FREE TRIAL PERIOD *UNLESS*, PRIOR TO THEN: (I) YOU PURCHASE A SUBSCRIPTION TO THE SOLUTIONS THAT WERE COVERED BY YOUR FREE TRIAL; OR (II) YOU PURCHASE A SUBSCRIPTION TO UPGRADED SOLUTIONS. SPRINGCM WILL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY DELETION OF CUSTOMER CONTENT AS DESCRIBED ABOVE.

(c) NOTWITHSTANDING SECTION 8, DURING THE FREE TRIAL PERIOD THE SOLUTIONS ARE PROVIDED “AS-IS,” WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND EXCLUDED WITH RESPECT TO ANY FREE TRIAL PERIOD.

1.2 Scope. This Agreement sets forth the terms on which You may purchase, and We will provide, subscriptions to Our proprietary, online-hosted “Enterprise Content Management” software applications and platform solutions, and certain related software applications designed for installation on Your and Your Users’ (as defined in Section 2.3) computers and mobile devices (any such subscription, a “Subscription,” and any such software application or solution, a “Solution”), and various implementation, configuration, and other professional services related to the Solutions (“Professional Services” or “PS”).

1.3 Orders. The Parties may from time to time execute: (a) SpringCM Customer Order Forms (each, an “Order”) for Subscriptions to any of the Solutions or other purchases; and (b) Statements of Work (each, an “SOW”) for PS related to the Solutions. Each Order shall describe the applicable Solution, Subscription Order Term (as defined in Section 7.2), related fees, User details and other Usage Parameters (as defined in Section 2.3) or other relevant details. Each SOW shall describe the PS to be provided by Us, Your obligations, and the related fees. Each Order and each SOW agreed to by the Parties shall reference and be subject to the terms of this Agreement and may contain additional terms applicable to a specific Solution or to PS.

## 2. SOLUTIONS

2.1 Access. Subject to the terms of this Agreement and any applicable Orders, SpringCM hereby grants You a limited, non-exclusive, non-transferable (subject to Section 12.8), non-sublicenseable right and license to access

and use, during the applicable Subscription Order Term and solely for Your internal business purposes, each Solution for which You have purchased a Subscription hereunder. All rights not expressly granted to You herein are reserved by SpringCM and its licensors. As soon as commercially reasonable after execution of any given Order, SpringCM shall make the applicable Solution available for use by You in accordance with such Order. You may, pursuant to the rights granted above in this Section 2.1, but subject to all other terms of this Agreement, permit third parties (including Your Affiliates, as defined in Section 2.2, as well as other third-party Users) to access and use the Solutions to which You then have Subscriptions, solely as necessary for such Affiliates to conduct their business or for such other third parties to assist or perform duties for You or Your Affiliates in the operation of Your or their businesses; provided, however, that (a) any third party permitted to access any Solution shall first be bound by written obligations of confidentiality substantially equivalent to those contained in Section 6 with respect to Our Confidential Information.

2.2 Customer Affiliates. Your Affiliates (as defined below) shall be entitled to use and access the Solutions through Your account hereunder, subject to all of Your restrictions and obligations contained herein. You will be responsible for Your Affiliates' compliance with the terms of this Agreement, including the obligations of confidentiality contained herein, and for any breach of this Agreement by any of Your Affiliates. Use of the Solutions by Your Affiliates shall, for purposes of this Agreement, be deemed use by You. An "Affiliate" of either Party means any person or entity that, directly or indirectly, controls, is controlled by, or is under common control with such Party. For this purpose, "control" means the possession of the power to direct, or to cause the direction of, the day-to-day management, operation, and policies of any given person or entity.

2.3 Permitted Use. You may permit no more than the permitted types and numbers of Users, User logins or IDs, quantities of storage, numbers of application programming interface ("API") calls, and other applicable usage parameters (collectively, "Usage Parameters") specified in each Order to access and use the corresponding Solutions. "Users" means individuals You define or provision in the Solutions' address book as being permitted to use the Solutions, including Your and Your Affiliates' respective employees, as well as any third-party consultants, contractors, and agents that assist or perform duties for You or Your Affiliates in the operation of Your or their businesses. User logins and IDs may not be shared or used by more than one individual during any given period of time. However, You may delete and add User logins or IDs from time to time, as reasonably necessary to accommodate changes in personnel and duties, subject at all times to any applicable Usage Parameters (e.g., limits on the number of permitted Users). You are responsible and liable for all access to and use of the Solutions by any Users or otherwise occurring under Your Subscriptions, logins, or IDs, regardless of by whom. You will notify Us immediately of any unauthorized use of any User login or ID associated with Your Subscriptions or any other actual or suspected breach of security regarding the Solutions of which You become aware.

2.4 Prohibited Conduct. Except as expressly permitted by this Agreement, You shall not, directly or indirectly, without Our prior written consent: (a) use or permit the use of, reproduce, distribute, modify, encumber, time-share, license, sublicense, rent, lease, sell, resell, transfer, or otherwise make available to any third party any of the Solutions; (b) reverse engineer, decompile, disassemble, extract, or otherwise derive or attempt to derive the source code of any Solution or other software We make available; (c) defeat or attempt to defeat any security mechanism of any Solution or any SpringCM website; (d) remove, obscure, or alter any trademark or copyright, confidentiality or other rights notice or legend appearing on or in any Solution or other materials provided or made available by SpringCM; or (e) knowingly permit any third party to do any of the foregoing. You shall not use any Solution: (i) to send unsolicited messages via fax or email in violation of applicable law; (ii) to store, send, or provide access to obscene or otherwise illegal materials; (iii) to store, send, or provide access to materials that would infringe any intellectual property right or violate any privacy right of any third party; or (iv) in any manner that does not comply with applicable laws and regulations. If, in Our reasonable determination, Your use of any Solution is not in accordance with this Agreement or is otherwise impeding the normal use of the Solutions, or interfering with or jeopardizing the integrity, operations or security of the Solutions, Our network or systems, or any third-party systems with which the Solutions are interconnected (e.g., if a User uploads a corrupted file, or if initiation or use of a workflow developed by You impairs use of the Solution), then We may suspend Your (or any User's) access to and use of the affected portion or functionality of the applicable Solution, to the extent, and only for as long, as is reasonably necessary to resolve the issue. We will promptly notify You of any such suspension (via email or telephone, and in advance, except in urgent or emergency situations), explaining the reasons for the suspension, and the Parties shall diligently cooperate and work together in good faith to resolve the issue and restore Your and all Users' full use of the Solutions, as soon as reasonably practicable.

2.5 Our Responsibilities. We will use commercially reasonable efforts to: (a) make each hosted Solution available for use not less than 99.5% of the time each month, 24 hours a day, 7 days a week, except for minimal planned downtime (e.g., for maintenance) and events outside of Our reasonable control; and (b) maintain the security and integrity of the Solutions and of any Customer Content (as defined in Section 5.2) stored in the Solutions, using the capabilities of currently available technologies and in accordance with prevailing industry practices and standards.

3. PROFESSIONAL SERVICES. The details of any PS we are to provide to You will be set forth in an SOW signed by both Parties. Each SOW will be governed by this Agreement.

#### 4. FEES AND PAYMENT

4.1 Fees. You shall pay Us the fees specified or described in any Order and SOW for the corresponding Solutions and PS. Unless expressly otherwise provided in the applicable Order, We may adjust the pricing

applicable to any renewal of any Subscription Order Term to the pricing We then generally make available, by providing You with written notice thereof at least forty-five (45) days prior to the scheduled end of the then-current Subscription Order Term. Subject to the immediately preceding sentence, unless expressly otherwise provided in the applicable Order, the fees applicable to any additional Order increasing the number of Subscriptions (or Usage Parameters) that You then have with respect to any given Solution pursuant to a previously executed Order shall be charged at the same rates as those then currently applicable to Your use of the Solution under the previous Order. The Subscription Order Term of the additional Order shall be coterminous with that of the initial Order for the Solution, and the applicable fees shall be appropriately prorated for the then-remaining portion of the Subscription Order Term under the initial Order. You may reduce the number of Subscriptions (or the Usage Parameters) under any Order, and the associated fees, only upon renewal of the Subscription Order Term of such Order, by providing Us with written notice thereof at least thirty (30) days prior to the scheduled end of the then-current Subscription Order Term.

4.2 Invoicing and Payment. We will invoice You for the fees payable hereunder in accordance with the payment schedule indicated in the applicable Order or SOW. Unless expressly otherwise provided in the applicable Order or SOW, all invoiced amounts are due and payable within thirty (30) days after the date of the applicable invoice or the due date otherwise indicated in the applicable Order (except that, if You request, We shall automatically charge the credit card You specify, on the date of the applicable invoice). Any amount due hereunder and not received by Us by the applicable due date shall bear an additional charge of one and one-half percent (1.5%) per month (or the maximum rate permissible under applicable law, if less than the foregoing) from the date due until paid. We reserve the right to suspend Your use of the Solutions at any time until all then-unpaid, past-due fees are paid in full. We will be entitled to reimbursement of reasonable collection costs and attorney fees in the event We retain a collection firm or legal counsel due to Your nonpayment of fees. Except as expressly provided herein, all fees are nonrefundable, and payment obligations cannot be canceled, regardless of actual usage of the Solutions.

4.3 Taxes. Fees do not include, and You will pay, all sales, use, and other taxes imposed by law on You in connection with this Agreement and the provision of the Solutions and PS to You, excluding taxes on Our income.

## 5. PROPRIETARY RIGHTS

5.1 Ours. The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (including copyrights, trade secrets, and all rights in patents, compilations, inventions, improvements, modifications, extensions, enhancements, configurations, derivative works, discoveries, processes, methods, designs and know-

how (regardless of whether copyrightable or patentable) pertaining to any of the foregoing (all of which shall be deemed part of the Solutions), whether conceived by Us alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Ours and Our licensors and are protected by applicable intellectual property laws of the United States and other countries. Except for the rights expressly granted to You in this Agreement, all rights in and to the Solutions and all of the foregoing elements thereof (including the rights to any work product resulting from PS and those to any modification, extension, improvement, enhancement, configuration or derivative work of the Solutions or any the foregoing elements thereof) are and shall remain solely owned by Us and Our respective licensors, and You hereby assign any such rights to Us. We may use and provide Solutions and PS to others that are similar to those provided to You hereunder, and We may use in Our engagements with others any knowledge, skills, experience, ideas, concepts, know-how and techniques used or gained in the provision of the Solutions or PS to You, provided that, in each case, no Customer Content is disclosed thereby.

5.2 Yours. As between the Parties, You retain all rights, title, and interest in and to any data, media, and content, in the form of documents or otherwise, provided or uploaded by You or Your Users to the Solutions (“Customer Content”). You grant to Us a non-exclusive, non-transferable (subject to Section 12.8) right and license to copy, store, transmit and otherwise use the Customer Content during the Agreement Term (as defined in Section 7.1) solely as necessary and appropriate for Us to fulfill Our obligations to You under this Agreement.

## 6. CONFIDENTIALITY AND PRIVACY

6.1 Definition. In performance under this Agreement, each Party will have access to certain Confidential Information of the other Party or that the other Party is required to maintain as confidential pursuant to agreements with third parties. As used herein, “Confidential Information” means, with respect to either Party, all written or oral information disclosed to the other Party that relates to the business or operations of the disclosing Party and that is identified as confidential at the time of disclosure or that ought reasonably to be understood and treated as confidential, including, but not limited to, technical and non-technical data, marketing and promotional information, software programs and code (regardless of form or language), methods, techniques, strategies, processes, customer, employee and supplier information, trade secrets, distribution methods, and pricing and financial data. SpringCM’s Confidential Information includes the Solutions and any associated documentation provided by SpringCM, all of which are deemed to constitute and comprise trade secrets of SpringCM. Your Confidential Information includes Customer Content. Notwithstanding the foregoing, Confidential Information shall not include information if and only to the extent the receiving Party establishes that the information: (a) is or has become part of the public domain through no act or omission of the receiving Party; (b) was already in the receiving Party’s lawful possession prior to disclosure hereunder, without obligations of confidentiality; (c) was rightfully communicated to the receiving Party, without obligations of confidentiality, by a third party not bound

by confidentiality obligations with respect thereto; or (d) was independently developed by the receiving Party without use of the other Party's Confidential Information.

6.2 Restrictions. Each Party shall use at least the same efforts that it uses to protect its own confidential and proprietary information (but not less than reasonable care) to: (a) hold the Confidential Information of the other Party in confidence and protect such Confidential Information from disclosure to third parties; (b) use and reproduce the Confidential Information of the other Party only for the purposes described herein; (c) restrict access to the Confidential Information of the other Party to such of its Affiliates and their respective personnel, agents, and consultants as have a need for access and who are subject to legally binding obligations of confidentiality substantially similar to those set forth herein; and (d) upon termination or expiration of this Agreement or the request of the other Party, return or destroy all Confidential Information of the other Party then in its possession or control; provided, however, that: (i) if a legal proceeding has been instituted to seek disclosure of the Confidential Information or with respect to which the Confidential Information is material, such Confidential Information shall not be destroyed until the proceeding is settled or a final judgment with respect thereto has been rendered; and (ii) any Confidential Information of the other Party held in archives or back-up systems of the receiving Party shall be allowed to expire and be deleted or destroyed in accordance with the receiving Party's reasonable archiving or backup policies that are consistent with industry standards. As between the Parties, each Party's Confidential Information shall be and remain solely the property of such Party. Each Party may disclose and retain Confidential Information of the other Party to the extent required: (x) 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 the Party required to make such disclosure first provides, unless prohibited by applicable law, written notice to the other Party, affording it an opportunity to obtain a protective order; or (y) to establish or enforce such Party's rights under this Agreement.

6.3 Duration. Each Party's obligations with respect to Confidential Information set forth in this Section 6 shall continue in force and effect throughout the Agreement Term and: (a) with respect to Confidential Information that constitutes a trade secret under applicable law, for as long as, without breach hereof, such trade secret status is maintained; and (b) with respect to any other Confidential Information, for a period of five (5) years after termination or expiration of this Agreement.

6.4 Privacy. SpringCM shall take commercially reasonable steps to safeguard the privacy of personally identifiable information and data ("Personal Information") stored using the Solutions. SpringCM's current practices in this regard are set forth in the SpringCM Privacy Policy posted on SpringCM's website, as updated by SpringCM from time to time in accordance with its terms.

## 7. TERM AND TERMINATION

7.1 Agreement Term. The term of this Agreement (the “Agreement Term”) shall commence on the Effective Date and shall continue until no Subscriptions, Orders or SOWs remain in force and effect as described in this Section 7.

7.2 Subscription Term. Except as otherwise provided in Section 4.1, the term of any given Order for Subscriptions (the “Subscription Order Term”) shall commence on the start date indicated in the Order for the applicable Subscriptions and, unless earlier terminated in accordance with this Agreement, will continue for the period specified therein.

7.3 SOW Term. Each SOW shall take force and effect on the date executed by both Parties or as otherwise stated therein and, unless earlier terminated in accordance with this Agreement, shall continue until all PS to be provided thereunder have been completed (“SOW Term”).

7.4 Automatic Renewal. UNLESS AND UNTIL TERMINATED BY EITHER PARTY IN ACCORDANCE WITH THIS AGREEMENT OR EITHER PARTY PROVIDES WRITTEN NOTICE OF NON-RENEWAL TO THE OTHER PARTY AT LEAST THIRTY (30) DAYS PRIOR TO THE SCHEDULED END OF THE THEN-CURRENT SUBSCRIPTION ORDER TERM, THE SUBSCRIPTION ORDER TERM OF EACH ORDER SHALL AUTOMATICALLY RENEW AND BE EXTENDED UPON ITS EXPIRATION (REGARDLESS OF WHETHER PREVIOUSLY RENEWED OR EXTENDED) FOR A PERIOD OF THE SAME DURATION AS THE SUBSCRIPTION ORDER TERM SPECIFIED ON SUCH ORDER.

7.5 Termination for Breach. Either Party may terminate this Agreement and all Orders and SOWs then in effect (or, at such Party’s option, the individual Orders or SOWs affected by the applicable breach), immediately and without penalty, upon providing written notice thereof to the other Party, if the other Party materially breaches this Agreement and, if such breach is curable, fails to cure such breach within thirty (30) days after receiving written notice reasonably describing the breach from the non-breaching Party (except that the applicable cure period shall be fifteen (15) days with respect to a breach by You of Your payment obligations hereunder). In the event of Your material breach, SpringCM may, depending on the severity of the breach, immediately suspend Your access to and use of the Solutions, to the extent and for as long as SpringCM reasonably determines is necessary to resolve the issue and cure the breach. SpringCM will notify You of any such suspension within a reasonable period of time, via email or telephone.

7.6 Effects of Termination. Upon any termination of this Agreement or any termination or expiration of any Order: (a) all Subscriptions and rights and licenses granted to You herein to the associated Solutions shall automatically terminate and be revoked; (b) You shall immediately cease use of such Solutions; (c) each Party shall, subject to Sections 6.2 and 7.7, immediately discontinue all use of the other Party’s Confidential Information and return to the other Party (or, at the other Party’s option, destroy) all copies of the other Party’s



Confidential Information then in such Party's possession or control; and (d) You shall promptly pay to SpringCM all outstanding amounts that accrued or became payable under this Agreement or any applicable Order or SOW through the effective date of termination or expiration, plus, in the event of any termination of this Agreement other than by You pursuant to Section 7.5, all of the Subscription fees that were to be payable for any then-remaining portion of the Subscription Order Term under any Order, as such Subscription Order Term had been scheduled immediately prior to the termination. Any termination of this Agreement shall simultaneously terminate any Orders and SOWs then in effect.

7.7 Return of Customer Content. Certain Solutions may include functionality that permits You to, at any time during the Subscription Order Term, download a copy of the Customer Content then stored in such Solutions. In addition, if requested by You within thirty (30) days after the effective date of termination of this Agreement or termination or expiration of an applicable Order, SpringCM will (provided that You have paid SpringCM any outstanding amounts then due and payable under this Agreement) make available to You, for downloading or physical delivery, a file of Customer Content (with metadata in comma separated value (.csv) format, and documents or other files in the native format in which they are then stored in the Solutions (e.g., .docx or .pdf), unless another industry-standard format is requested by You and mutually agreed upon by the Parties), with the fees therefor charged at SpringCM's then-prevailing rates. After such thirty (30) day period, SpringCM shall have no obligation to maintain or provide any Customer Content and may, unless prohibited by applicable law, delete all Customer Content in its systems or otherwise in its possession or control.

## 8. WARRANTIES

8.1 Solutions and Professional Services. SpringCM warrants, for Your benefit alone, that (a) throughout the applicable Subscription Order Term, each Solution will perform without material defect or error in its principal features and functions, and (b) the PS will be performed in a competent, professional and workmanlike manner in material accordance with standards common and prevalent in the industry and with the requirements contained in the applicable SOW (provided that, with respect to either clause (a) or clause (b), You notify SpringCM in writing of any failure to conform to the foregoing warranties within thirty (30) days after, as applicable, the material defect or error was first encountered or the applicable PS were performed, supplying SpringCM with any relevant information that you have regarding the defect, error, or issue, or the circumstances under which it arose or was discovered, so that SpringCM may diagnose and reproduce defect, error, or issue).

8.2 Exclusive Remedies. As Your sole and exclusive remedies for any failure of any Solutions or PS, as applicable, to conform to their respective warranties set forth in Section 8.1, and as Our entire liability for any breach of those warranties, SpringCM shall, if You notify Us in writing and in reasonable detail of the nature and extent of such failure within the applicable period stated in Section 8.1: (a) in the case of a breach of the warranty set forth in clause (a) of Section 8.1, use commercially reasonable efforts to correct such failure; or (b)

in the case of a breach of the warranty set forth in clause (b) of Section 8.1, re-perform the affected PS. If the foregoing remedies are not commercially reasonable or practicable, SpringCM may, in its discretion, terminate this Agreement (or the applicable Order, Subscription, or SOW) upon providing You with written notice thereof, and, in such event (as Your sole and exclusive remedy and SpringCM's entire liability), refund to You: (i) in the case of breach of the warranty set forth in clause (a) of Section 8.1, any Subscription fees paid by You with respect to the then-remaining or unexpired portion of the current Subscription Order Term for the non-conforming Solution; or (ii) in the case of breach of the warranty set forth in clause (b) of Section 8.1, any fees paid by You for the portion of PS giving rise to the breach.

8.3 Exclusions. The warranties in Section 8.1 shall not apply to the extent that any failure to conform with such warranties arises or results from causes outside of Our reasonable control, including: (a) Your misuse, modification, or configuration of a Solution; (b) use of a Solution in a manner other than that described or recommended in the applicable online "Help" feature of the Solution; (c) use of a Solution with computer software or equipment other than those recommended in Our published specifications; or (d) other causes within Your computing environment or otherwise within Your control or the control of third parties that are not under Our direction or control, including problems or issues with third-party software applications, hardware, network, or Internet connectivity.

9. DISCLAIMERS. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8, NEITHER SPRINGCM NOR ITS LICENSORS, EMPLOYEES, AGENTS, DISTRIBUTORS, MARKETING PARTNERS, RESELLERS, PARENT, AFFILIATES OR SUBSIDIARIES MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS (WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY) WITH RESPECT TO THE SOLUTIONS, ANY RELATED DOCUMENTATION, ANY PS, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTIES OR CONDITIONS (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) AND ANY WARRANTIES THAT MIGHT ARISE THROUGH USAGE OF TRADE OR CUSTOM, COURSE OF DEALING, OR COURSE OF PERFORMANCE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. SPRINGCM DOES NOT WARRANT THAT THE SOLUTIONS ARE WITHOUT DEFECT OR ERROR, WILL MEET YOUR REQUIREMENTS, OR WILL BE CONTINUOUSLY AVAILABLE OR APPROPRIATE FOR YOUR PARTICULAR USE.

10. LIMITATIONS OF LIABILITY.

10.1 EXCLUSIONS. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES TO THE CONTRARY, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE

DAMAGES (INCLUDING LOST PROFITS, COSTS OF DELAY, FAILURE OF DELIVERY, BUSINESS INTERRUPTION, DATA LOSS, DAMAGE OR DISCLOSURE, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE), REGARDLESS OF THE NATURE OF THE CLAIM, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION SHALL APPLY WITHOUT REGARD TO WHETHER ANY PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED, HAVE PROVEN INEFFECTIVE, OR HAVE FAILED OF THEIR ESSENTIAL PURPOSE. IN ANY EVENT (BUT WITHOUT LIMITING ANY AMOUNTS RIGHTFULLY OWED BY YOU TO US PURSUANT TO THE TERMS OF THIS AGREEMENT THAT HAVE NOT YET BEEN PAID), THE CUMULATIVE, AGGREGATE LIABILITY OF EACH PARTY FOR ANY AND ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO SPRINGCM BY YOU UNDER THE APPLICABLE ORDER OR SOW RELATED TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE SUCH LIABILITY AROSE.

10.2 BASIS OF THE BARGAIN. THE PROVISIONS OF SECTIONS 8.2, 8.3, 9, AND 10 OF THIS AGREEMENT ARE ALL FUNDAMENTAL AND SPECIFIC REQUIREMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND SPRINGCM, AND SPRINGCM WOULD NOT BE ABLE TO PROVIDE THE SOLUTIONS OR PS WITHOUT EACH SUCH PROVISION.

## 11. INDEMNIFICATION

11.1 Infringement. SpringCM shall defend, indemnify, and hold You harmless from and against any claims, actions, and other proceedings (“Claims”), and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, “Losses,” and including reasonable attorneys’ fees and court costs), to the extent arising out of any Claims by any third party that a Solution (excluding any Customer Content and other material provided by You or included at Your direction) infringes a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order. In the event of such a Claim, if SpringCM determines that an affected Solution is likely, or if the Solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order, SpringCM will, in its discretion: (a) replace the affected Solution; (b) modify the affected Solution to render it non-infringing; or (c) terminate this Agreement or the applicable Order with respect to the affected Solution and refund to You any prepaid fees for the then-remaining or unexpired portion of the Subscription Order Term. Notwithstanding the foregoing, SpringCM shall have no obligation to indemnify, defend, or hold You harmless from any Claim to the extent it is based upon: (i) a modification to any Solution by You (or by anyone under Your direction or control or using logins or passwords assigned to You);

(ii) a modification made by SpringCM pursuant to Your required instructions or specifications or in reliance on materials or information provided by You; or (iii) Your use (or use by anyone under Your direction or control or using logins or passwords assigned to You) of any Solutions other than in accordance with this Agreement. This Section 11.1 sets forth Your sole and exclusive remedy, and Our entire liability, for any Claim that the Solutions or any other materials provided by Us violate or infringe upon the rights of any third party.

11.2 Third Party Claims. You shall defend, indemnify, and hold SpringCM harmless from and against any Claims, and shall pay all Losses, to the extent arising out of or related to (a) Your (or that of anyone authorized by You or using logins or passwords assigned to You) use or modification of any Solution; (b) any Customer Content; or (c) Your violation of applicable law.

11.3 Defense. With regard to any Claim subject to indemnification pursuant to this Section 11: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

## 12. GENERAL

12.1 Changes to the Solutions. We expressly reserve the exclusive right to, without prior notice, at any time and from time to time: (a) offer new, additional, or substitute Solutions; and (b) modify, amend, or discontinue offering all or any particular Solutions. Nevertheless, during any given Subscription Order Term, We will not, except as expressly provided elsewhere in this Agreement: (i) materially and significantly reduce or decrease the functionality and features of the Solutions provided under any applicable Order; or (ii) cease offering any of such Solutions without offering a substitute of comparable functionality and features. SpringCM may modify, improve or increase the features of any Solution from time to time at no additional cost to You.

12.2 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, advertisements, statements, proposals, negotiations, discussions, understandings, or agreements regarding such subject matter, including any confidentiality or non-disclosure agreement between the Parties entered into in anticipation of this Agreement or otherwise. In addition, no additional terms, policies or requirements proposed by either Party (whether in electronic form or otherwise or associated with any purchase order, payment system, order documentation or otherwise) shall be applicable to this Agreement or any Solutions or PS, at present or in the future, without the

express written consent of the other Party. This Agreement may not be modified or amended except by a writing signed by an authorized representative of each of the Parties.

12.3 Conflicts. In the event of any conflict between the terms of this Agreement and those of any Order or SOW, the terms contained in the applicable Order or SOW shall control solely with respect to the subject matter of such Order or SOW.

12.4 Governing Law. This Agreement shall be governed by and construed under the substantive laws of the State of Illinois, without regard to conflicts of laws provisions. The exclusive forum and venue for any claim or action brought in connection with this Agreement shall be the state and federal courts situated in Cook County, Illinois.

12.5 Severability. Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement (or portion thereof) is held by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision (or portion thereof) shall be deemed severed from this Agreement and all other provisions shall remain in full force and effect.

12.6 Survival. The provisions of this Agreement, and the rights, duties, and obligations of the Parties hereunder, which by their nature may be reasonably inferred to have been intended to survive termination, cancellation, completion, or expiration of this Agreement (including those set forth in Sections 4, 5, 6, 7.6, 7.7, 9, 10, 11, and 12) will survive and continue as valid and enforceable rights, duties, and obligations.

12.7 Waiver. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Any waiver by either Party must be in writing and shall apply solely to the instance to which directed.

12.8 Assignment. Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of a sale of all or substantially all of its assets or in the event of a merger, corporate reorganization or business consolidation of the Party (but excluding any assignment by You to a competitor of Ours). For avoidance of doubt, in the event of a permitted assignment by You of this Agreement, the Subscriptions purchased by You hereunder shall continue to be subject to the Usage Parameters of the applicable Order, including any limits with respect to use by a specific business line, group, division, department or other organizational unit of Your organization. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

12.9 Force Majeure. Except for payment obligations hereunder, and notwithstanding anything in this Agreement to the contrary, neither Party shall be liable, or deemed to be in default, for any delay or failure in its performance hereunder, to the extent such delay or failure results from causes beyond the Party's reasonable control, including acts or omissions of the other Party or third parties not under the direction or control of such Party, acts of God, terrorism, war, civil insurrection, strikes or other organized labor interruption, third-party communications or Internet failures or interruptions, mechanical, electronic or other utility interruptions or failures, fire, explosions, floods, or other natural disasters, or any similar cause.

12.10 No Third Party Benefit. There are no third-party beneficiaries to this Agreement.

12.11 Notice. Other than routine administrative communications, which may be exchanged by the Parties via email or other means, and except as otherwise specified herein, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by facsimile, with confirmation of successful transmission.

12.12 Independent Contractors. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

12.13 Suggestions. Many of SpringCM's changes to user interfaces, features, and functionality come as a result of suggestions made by customers, whether in the form of suggestions, enhancement requests, recommendations or other feedback provided by a customer or its users relating to the Solutions or PS ("Suggestions"). All customers benefit from SpringCM incorporating Suggestions in future releases of the Solutions. Customer hereby grants to SpringCM an irrevocable, worldwide, royalty-free, perpetual license to use as SpringCM deems appropriate any Suggestions that Customer provides to SpringCM or its Affiliates, to incorporate such Suggestions in any form into the Solutions or PS, and to exercise any other rights with respect to such Suggestions, even if Customer has designated the Suggestions as confidential. SpringCM and SpringCM's Affiliates shall be entitled to use any Suggestions without restriction and without obligation to Customer.

12.14 U.S. Government End-Users. The Solutions and related documentation are "commercial items" as defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, U.S. government customers and end-users acquire licenses to the Solutions and related documentation with only those rights set forth herein.

12.15 Publicity. We may publish Your name and logo on Our website and refer to You as a customer in Our online and print materials.

12.16 Execution. This Agreement and any Order or SOW referencing and governed by this Agreement may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute the same agreement. Each Party agrees to be bound by its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., in .pdf form), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

12.17 Miscellaneous. The defined terms in this Agreement shall apply equally to both the singular and the plural forms of the terms defined. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "but not limited to." The term "person" includes individuals, corporations, partnerships, trusts, other legal entities, organizations and associations, and any government or governmental agency or authority. The words "approval," "consent" and "notice" shall be deemed to be preceded by the word "written," if such word does not already appear. References to "this Agreement" or its terms shall be interpreted to refer to the terms of this Agreement and any applicable Order or SOW. All currency amounts agreed to by the Parties shall be in U.S. dollars. The captions in this Agreement are for convenience of reference only and will not be used to interpret this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the Effective Date by their respective authorized representatives whose signatures appear below.

**Agreed and Accepted**

**Agreed and Accepted**

SpringCM Inc.

\_\_\_\_\_ (Customer)

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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\_\_\_\_\_

Updated on 5/22/15