SOFTWARE SUBSCRIPTION AGREEMENT

This Software Subscription Agreement (the "Agreement") is entered into between Sample Vendor, Inc., a Delaware corporation ("Provider"), and the law firm identified in the Order Form ("Customer"). This Agreement is effective on the date the Order Form is signed (the "Effective Date").

1. DEFINITIONS

1.1 "Service" means Provider's hosted practice management software, including matter management, calendaring, document storage, time tracking and billing modules, as described in the Order Form and the Documentation.

1.2 "Customer Data" means all data, documents, client information, matter records, time entries and other content that Customer or its Users upload to, enter into or create in the Service.

1.3 "Users" means Customer's partners, employees and contractors whom Customer authorizes to access the Service under Customer's account.

1.4 "Documentation" means Provider's then-current user guides and help articles for the Service.

1.5 "Order Form" means the ordering document signed by both parties that specifies the subscription plan, number of Users, fees and Initial Term.

2. ACCESS AND USE

2.1 Subject to this Agreement, Provider grants Customer a non-exclusive, non-transferable right during the Term for its Users to access and use the Service for Customer's internal business purposes.

2.2 Customer is responsible for maintaining the confidentiality of User login credentials and for all activity under its account.

2.3 Customer will not resell the Service, reverse engineer it, or use it to build a competing product.

2.4 Provider will make the Service available 99.5% of the time in each calendar month, excluding scheduled maintenance announced at least 48 hours in advance. If Provider misses this commitment, Customer is entitled to

a service credit of 5% of that month's fees for each full 0.5% below the commitment, up to 25% of that month's fees.

3. TERM AND RENEWAL

3.1 This Agreement begins on the Effective Date and continues for the Initial Term stated in the Order Form.

3.2 Either party may terminate this Agreement for material breach that remains uncured 30 days after written notice.

3.3 At the end of the Initial Term, this Agreement renews automatically for successive renewal terms of thirty-six (36) months each unless Customer gives Provider written notice of non-renewal at least one hundred twenty (120) days before the end of the then-current term. Notice by email is not effective.

4. FEES AND PAYMENT

4.1 Customer will pay the fees in the Order Form annually in advance. Invoices are due within 30 days of the invoice date.

4.2 Provider may increase the fees at any time, including during the then-current term, by up to twenty-five percent (25%) per increase. A fee increase takes effect when Provider posts the new pricing on its website, and no separate notice to Customer is required.

4.3 Fees exclude taxes. Customer will pay applicable sales and use taxes, other than taxes on Provider's income.

4.4 Late amounts bear interest at 1% per month or the maximum rate permitted by law, whichever is lower.

5. CUSTOMER DATA

5.1 As between the parties, Customer owns the Customer Data.

5.2 Provider will process Customer Data only to provide and support the Service, except as stated in Section 5.4.

5.3 Provider will maintain administrative, physical and technical safeguards designed to protect Customer Data, including encryption in transit and at rest.

5.4 Customer grants Provider a perpetual, irrevocable, worldwide, royalty-free licence to use, copy, analyze and create derivative works from Customer Data, including to train, develop and improve Provider's products, services and machine learning models. This licence survives termination of this Agreement.

5.5 Provider will notify Customer of a confirmed security breach affecting Customer Data within 72 hours of confirming it.

6. DATA EXPORT

6.1 Customer may export its Customer Data at any time during the Term using the export tools in the Service.

6.2 Provider will provide reasonable assistance with data migration at its then-current professional services rates.

6.3 Exports are provided only in Provider's proprietary archive format. A full export of Customer's documents and matter records requires Provider's export service, charged at four thousand U.S. dollars (US$4,000) per export request, and Provider may take up to sixty (60) days to deliver it.

7. SUSPENSION

7.1 Provider may suspend a User's access if Provider reasonably believes the User's account has been compromised, and will notify Customer promptly.

7.2 If any invoiced amount is not received by its due date, Provider may suspend Customer's access to the Service, including access to Customer Data, immediately and without notice, until all amounts are paid in full.

8. LIMITATION OF LIABILITY

8.1 Provider's total liability arising out of or relating to this Agreement, including for breach of Section 5 (Customer Data), breach of confidentiality, and any security breach or loss of Customer Data, will not exceed the fees paid by Customer in the one (1) month before the event giving rise to the claim.

8.2 Neither party is liable for indirect, consequential, special or punitive damages, or for lost profits, even if advised of their possibility.

9. INDEMNIFICATION

9.1 Provider will defend Customer against any third-party claim alleging that the Service infringes that third party's intellectual property rights, and will pay any resulting damages finally awarded.

9.2 Provider's obligation under Section 9.1 does not apply to claims caused by Customer Data or by Customer's modification of the Service.

9.3 Customer will defend, indemnify and hold harmless Provider and its affiliates from any claim, loss or expense arising out of or relating to Customer's use of the Service, including claims arising from Provider's own negligence or Provider's breach of this Agreement.

10. TERMINATION AND TRANSITION

10.1 Upon termination, Customer's right to access the Service ends.

10.2 Each party will return or destroy the other party's confidential information within 30 days of termination, except as required by law.

10.3 Termination does not relieve Customer of the obligation to pay fees accrued before termination.

10.4 Provider will permanently delete all Customer Data seven (7) days after termination. Provider has no obligation to retain, return or provide access to Customer Data after that date, and Customer is solely responsible for exporting its data before termination.

11. CONFIDENTIALITY

11.1 Each party will protect the other party's confidential information with at least the same care it uses for its own, and no less than reasonable care.

11.2 Confidential information does not include information that is public, already known to the receiving party, or independently developed.

11.3 A party may disclose confidential information if required by law, after giving the other party prompt notice where legally permitted.

12. GENERAL

12.1 This Agreement is governed by the laws of the State of Delaware, without regard to conflict-of-law rules.

12.2 Neither party may assign this Agreement without the other party's consent, except to a successor in a merger or sale of substantially all its assets.

12.3 Notices must be in writing and sent to the addresses in the Order Form.

12.4 If any provision is held unenforceable, the rest of the Agreement remains in effect.

12.5 This Agreement, together with the Order Form, is the entire agreement between the parties on its subject matter.