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 "Aggregated Data" means data that Provider derives from Customer Data and combines with data from other customers, including documents, matter records and text that the Service has processed through its search, indexing, analytics or machine learning features.

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 "Documentation" means Provider's user guides and help articles for the Service.

1.4 "Excluded Claims" means claims arising from a party's breach of Section 11 (Confidentiality), a party's fraud or wilful misconduct, or Customer's payment obligations.

1.5 "Fee Period" means one calendar month.

1.6 "Fees" means the amounts stated in the Order Form, as adjusted from time to time under the Pricing Policy.

1.7 "Losses" means any damages, liabilities, costs, fines and reasonable legal fees, including those caused in whole or in part by an act or omission of the indemnified party.

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

1.9 "Pricing Policy" means the pricing page published at Provider's website, as Provider updates it from time to time.

1.10 "Professional Services Rates" means US$250 per hour, with a minimum charge of sixteen (16) hours per request.

1.11 "Renewal Term" means a period equal to the longer of twelve (12) months or three (3) times the Initial Term.

1.12 "Service" means Provider's hosted practice management software, including matter management, calendaring, time tracking, billing and document storage, and all access to Customer Data held in it.

1.13 "Standard Format" means the archive format produced by Provider's export tool.

1.14 "Subscription Term" means the Initial Term together with each Renewal Term.

1.15 "Suspension Event" means (a) a security threat to the Service, (b) a breach of Section 2.3, or (c) any amount owed by Customer remaining outstanding after its due date.

1.16 "Transition Period" means the seven (7) days following the effective date of termination.

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

2. ACCESS AND USE

2.1 Subject to this Agreement, Provider grants Customer a non-exclusive, non-transferable right during the Subscription 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 Subscription Term.

3.2 Either party may terminate this Agreement for material breach that remains uncured 30 days after notice under Section 12.3.

3.3 Customer may elect not to renew by giving notice under Section 12.3 at least ninety (90) days before the end of the Initial Term or the then-current Renewal Term.

4. FEES AND PAYMENT

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

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

4.3 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 use Customer Data only to provide and support the Service. Provider may use Aggregated Data for any purpose, during and after the Subscription Term.

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

5.4 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 individual documents at any time using the download function in the Service.

6.2 On Customer's request, Provider will deliver a complete copy of Customer Data in Standard Format, charged at the Professional Services

Rates, within a reasonable time.

7. SUSPENSION

7.1 Provider may suspend the Service, in whole or in part, upon a Suspension Event. Provider will use reasonable efforts to notify Customer after suspending, where practical.

7.2 Provider will restore the Service promptly once the Suspension Event has been resolved.

8. LIMITATION OF LIABILITY

8.1 Except for Excluded Claims, each party's total liability arising out of or relating to this Agreement will not exceed the Fees paid by Customer in the Fee Period immediately 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 and indemnify Provider and its affiliates against all Losses arising out of or relating to Customer's or its Users' use of the Service.

10. TERMINATION AND TRANSITION

10.1 Upon termination, Customer's right to use the Service ends, except as stated in Section 10.2.

10.2 During the Transition Period, Customer may access the Service in read-only mode to retrieve its Customer Data.

10.3 After the Transition Period, Provider will delete Customer Data from its active systems and has no further obligation to retain or return it.

10.4 Termination does not relieve Customer of the obligation to pay Fees accrued 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. "Confidential Information" means non-public business information disclosed by one party to the other and marked or reasonably understood as confidential.

11.2 Confidential Information does not include Customer Data, which is governed solely by Section 5, or 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 delivered by courier or registered mail to the addresses in the Order Form. Email may be used for operational communications but is not notice under this Agreement.

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.