



TERMS & CONDITIONS

Welcome to Contract Cloud. We're glad you're here, and we hope you enjoy everything we have to offer.

Purpose of the Website. The purpose of the Contract Cloud platform ("Site") is to provide Users with a centralized and internal sales pipeline and project management platform to efficiently forecast and manage opportunities, collaborate with Your team, and maintain detailed content for proposals.

BEFORE YOU PROCEED, PLEASE READ THESE TERMS AND CONDITIONS (the "AGREEMENT") CAREFULLY, AS THEY MAY HAVE CHANGED SINCE YOU LAST USED THESE SERVICES. THESE TERMS AND CONDITIONS CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND CONTRACT CLOUD, INC., ("CONTRACT CLOUD" OR "US") AND GOVERNS THE RELATIONSHIP BETWEEN YOU AND CONTRACT CLOUD AS WELL AS YOUR USE OF THE CONTRACT CLOUD.COM WEBSITE AND THE SERVICES OFFERED ON THE SITE (COLLECTIVELY AND INDIVIDUALLY REFERRED TO AS THE "SITE" or "SERVICES").

IMPORTANT: THIS AGREEMENT CONTAINS WARRANTY AND LIABILITY DISCLAIMERS, AS WELL AS WAIVERS OF CLASS ACTIONS AND JURY TRIALS. THIS AGREEMENT GOVERNS HOW DISPUTES BETWEEN YOU AND CONTRACT CLOUD CAN BE RESOLVED. IT CONTAINS A BINDING AND FINAL ARBITRATION PROVISION. PLEASE READ CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS. ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS HEREOF AND HAVE TAKEN THE TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

BY USING THE SITE OR BY EXECUTING ANY DOCUMENT THAT REFERENCES THIS AGREEMENT, YOU ACCEPT AND AGREE TO THE TERMS HEREOF WITHOUT ANY MODIFICATIONS, ADDITIONS OR DELETIONS. YOU AGREE TO ABIDE BY AND BE BOUND BY THE TERMS DESCRIBED HEREIN AND BY ALL TERMS, CONDITIONS, POLICIES AND GUIDELINES INCORPORATED BY REFERENCE AS WELL AS ANY ADDITIONAL TERMS, CONDITIONS, POLICIES, RESTRICTIONS AND GUIDELINES PRESENTED IN RELATION TO SPECIFIC CONTENT OR A SPECIFIC PRODUCT, SERVICE OR FEATURE OFFERED THROUGH THE SITE. IF YOU DO NOT AGREE TO THE TERMS OF USE CONTAINED IN THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO USE THE SITE.

If you are a direct competitor of Contract Cloud, you may not access the Services unless you obtain Our prior written consent. Under no circumstances may the Services be used for any benchmarking or competitive purposes.

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1. GENERAL.

1.1 Definitions.

The term “Beta Services” refers to Contract Cloud services or features that may be made available to you to try at your option which are designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

The term “Content” refers to any information uploaded by you, or obtained by Contract Cloud from publicly available sources, or third-parties.

The term “Malicious Code” refers to code, scripts, files, programs or agents intended to do harm, including, but not limited to, viruses.

The term “Free Services” refers to any Services that Contract Cloud makes available to you free of charge.

The term “Purchased Services” refers to any Services that you purchase.

The terms “User,” “You” and “Your” refer to the individual using the Site or Services, accepting the terms of this Agreement on his or her own behalf, or accepting the terms of this Agreement on behalf of another individual, company or other legal entity.

The term “Subscriber” refers to any individual purchasing a subscription, provisioning a Service, paid or free, or participating in a free trial or promotion either on his or her own behalf or on behalf of another individual, company or other legal entity.

The terms “We,” “Us” and “Our” refer to the legal entity named Contract Cloud, Inc., an Illinois corporation.

The term “Your Data” refers to any electronic data or information submitted by or on behalf of You.

1.2 Acceptance of this Agreement.

By accessing and/or using the Site or Services, You accept and agree to be bound by this Agreement, just as if You had agreed to this Agreement in writing. If You do not agree to the terms of this Agreement, do not use the Site or Services.

1.3 Amendment of Terms.

Contract Cloud may amend the Terms from time to time. Unless we provide a delayed effective date, all amendments will be effective upon posting of such updated Terms. Your continued access to or use of the Site after such posting constitutes Your consent to be bound by the Terms, as amended.

1.4 Effective Date.

This Agreement is effective as of the date of Your entering the Site.

1.5 Additional Terms; Promotions.

Certain promotional terms may apply from time to time, as further set forth on the Site. In addition to this Agreement, when using particular products, services or features on our Site, You will also be subject to any additional posted terms, guidelines, FAQs, or rules applicable to such product, service or feature, which may be posted and modified from time to time. All such additional terms are hereby incorporated by reference into the Agreement.

2. YOUR ACCOUNTS.

2.1 Creating an Account.

You will be required to have an account with Contract Cloud (“Account” or “User Account”) in order to access and use the Site or Services. To create an Account, You must be at least eighteen (18) years of age and will be required to provide us with information about Yourself, Your company and/or the person or entity You claim to represent. If Your information changes at any time, please update Your Account to reflect those changes.

2.2 Agents.

Any User opening or using an Account on behalf of another person or entity (“Agent”) represents and warrants that he or she has valid authorization to act on behalf of the person or entity he or she claims to represent. In the absence of such authorization, such Users accept personal liability for any and all liabilities arising from the use of the Account. Contract Cloud is not responsible for any obligations or liabilities arising from use of Your Account by Your Agents.

2.3 Administrator-Assigned Accounts.

In some cases, an Account may be assigned to You by an administrator, such as Your employer or educational institution. If You are using or logging into an Account assigned to You by an administrator, additional terms may apply to Your use of the Site. Moreover, Your administrator may be able to access or disable Your Account without our involvement.

2.4 Account and Log-in Credentials.

You may not share Your Account with anyone else. It is solely Your responsibility to ensure that the e-mail address and password for Your Account (“Log-in Credentials”) are kept private and secure at all times. Regardless of whether or not You have given authorization, You are responsible for any actions taken from Your User Account, including the actions of any Agents. If You believe that Your Account has been compromised at any time, please notify Your system administrator.

2.5 Feedback.

If You provide Contract Cloud with any comments, bug reports, feedback, or modifications proposed or suggested by You to the Site (“Feedback”), Contract Cloud shall have the right to use such Feedback at its discretion, including, but not limited to the incorporation of such suggested changes into the Site. You hereby grant Contract Cloud a perpetual, irrevocable, nonexclusive, royalty-free license of all rights necessary to incorporate and use Your Feedback for any purpose.

3. YOUR USE OF THE SITE.

3.1 Using the Site.

The Contract Cloud Site is a web-based, internal sales pipeline and project management platform. By using the Site, each User may access his or her Account, either upload or have Contract Cloud upload his or her documents, store documents, internally update and monitor the status of any projects or matters, and otherwise communicate internally with regard to a project or matter or potential project or matter. In the event that a Subscriber requests that Contract Cloud upload his

or her documents to the Site, Contract Cloud makes no warranties or guarantees as to the accuracy or validity of any such documents, their contents, their representations or their formatting. Subscribers may be able to utilize privacy controls to grant, limit or restrict the access of affiliated Subscribers or third-parties to documents or Account information. Any sharing of documents or information is done at the Subscriber's own risk and the Subscriber is encouraged to take all available precautions to maintain the integrity and security of such documents or information.

3.2 Subscriptions.

Purchased Services and access to Site features are purchased as subscriptions. Subscriptions for Purchased Services may be added during a subscription term at the same pricing as that of the current subscription term, prorated for the portion of that subscription term remaining at the time the subscriptions are added. Any added subscriptions shall renew and/or terminate on the same date as the underlying subscriptions.

3.3 Usage Limits.

Services are subject to usage limits. Unless otherwise specified, (a) the Service may not be accessed by more Subscribers than specified upon purchase of Services, (b) passwords may not be shared with any other individual, and (c) a Subscriber identification may only be reassigned to a new individual replacing one who will no longer use the Service. If You are unable or unwilling to abide by a contractual usage limit, You may be required to purchase additional quantities of the applicable Services promptly upon Our request, and/or pay any invoice for excess usage in accordance with Section 8.2 (Invoicing and Payment).

3.4 User Content.

You shall be solely responsible for Your User Content and the consequences of uploading or publishing it. You may only provide or publish information and other content, including, but not limited to, text, photographs, other images, or videos ("User Content" or "Content") that You either own or have authorization to provide; specifically, you may not upload classified documents or documents containing controlled, unclassified information. You must ensure that any Content You provide is true, accurate, current, and complete. We may, at any time and in our sole discretion, require You to update Your Account or provide additional information at any time. Failure to comply with such requests may result in the suspension or termination of Your Account.

3.5 User Guidelines.

When using the Site, You agree not to use the information, Services or any other part of the Site in a way that violates any laws, infringes on the rights of any individual, is offensive, or interferes with the Site or any features on the Site, including but not limited to taking any actions that:

- Are contrary to Contract Cloud's public image, goodwill or reputation;
- Promote any illegal activity or content;
- Infringe on our or any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity and privacy;
- Express or imply that any of Your statements, activities or causes are endorsed by us, without our prior written consent;

- Violate any applicable law, statute, ordinance or regulation, or encourage any conduct that could constitute a criminal offense or give rise to civil liability;
- Are libelous, defamatory, threatening, harassing, invasive of privacy, abusive, tortious, hateful, discriminatory, pornographic or obscene;
- Constitute attempting to impersonate another User or person or using the account of another User;
- Transmit any trade secret or other material, non-public information about any person, company or entity without the authorization to do so;
- Restrict or inhibit any other visitor from using the Site, including without limitation, by means of “hacking” or defacing any portion of the Site;
- Modify, adapt, sub-license, translate, sell, reverse engineer, decompile, or disassemble any portion of the Site;
- Remove any copyright, trademark or other proprietary rights notices contained in the Site;
- Sublicense, sell, rent, lease, transfer, assign, or convey any rights under the Agreement to any third party, or otherwise commercially exploit or profit from the information or content of the Site, or any portion thereof, in any manner whatsoever, except as expressly permitted herein;
- “Frame” or “mirror” any part of the Site without prior written authorization;
- Distribute any virus, worm or other similar or deleterious files, scripts or programming routines;
- Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine” the Site or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents, authentications and security measures;
- Harvest or collect information about any Users or visitors to our Site, without their express consent; and/or
- Contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their jurisdiction of residence.

Contract Cloud reserves the right (in our sole discretion) to determine that You have acted in a manner that violates user guidelines. In such event, we reserve the right to remove Content, suspend, terminate or limit use of Your Account, prohibit You from using the Site, and/or take any appropriate legal actions.

3.6 Communications.

By creating an Account, uploading or submitting Content or providing us with Your email address, mailing address and/or phone number, You agree that Contract Cloud may contact You at that email address, mailing address and/or phone number. You hereby consent to electronically receiving communications related to Your use of the Site. You agree that all notices, disclosures, agreements and other communications that are sent to You or provided to You electronically, including but not limited to by email or by publication on the Site, satisfy any and all legal requirements that such communications be in writing. All notices, disclosures, agreements and

other communications from us shall be deemed delivered and effective when sent to the email address provided by You.

3.7 Data Storage.

Contract Cloud utilizes the SalesForce.com platform to securely store User Content and data. By using and accessing the Site and/or Services, You understand and agree to the storage of User Content and data. Users consenting to such storage agree to be bound by SalesForce.com's terms and conditions.

4. CONTENT UPLOADED BY OTHERS.

4.1 No Endorsement.

By using the Site, You understand and agree that You may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to Your purpose. Contract Cloud does not endorse, takes no responsibility and assumes no liability, directly or indirectly, for any User Content that You or any other user or third party posts or sends over the Site or for any loss or damage suffered in connection therewith.

4.2 Third Parties.

Our Site may contain links to or advertisements for other sites, services or products ("Third-Party Products"). Third-Party Products are provided solely as a convenience to You and may contain materials which You find offensive, objectionable, unlawful or inaccurate. Such Third-Party Products are governed by their own terms of use and privacy policies which may differ from the terms of this Agreement. The inclusion of links to Third-Party Products does not indicate that we endorse those products or services. We are not responsible for examining or evaluating the content of Third-Party Products and are not responsible for any information You may share with any third parties in connection with any Third-Party Products.

5. INTELLECTUAL PROPERTY.

5.1 Intellectual Property Rights.

Contract Cloud's Site, Services and all derivative works, including but not limited to copyrights, trademarks, service marks, patents, trade secrets, and other rights and laws ("Intellectual Property") are legally protected in various ways. You agree to respect all copyright and other legal notices, information, and restrictions contained in any content accessed through the Site. You also agree not to change, translate, or otherwise create derivative works.

Using our Site does not give You ownership of any Intellectual Property You access. You may not use Intellectual Property from our Site for any purpose other than internal use unless You obtain permission from Us or the relevant owner, or unless You are otherwise permitted by law.

5.2 Use and Ownership of Content.

By submitting Content to Us, You are agreeing: (i) that Contract Cloud may use the Content You've submitted, and that You grant to Us, and others acting on Our behalf, the worldwide, non-exclusive, perpetual, irrevocable, royalty-free, sublicensable, transferable right to use, exercise, commercialize, and exploit the copyright, publicity, trademark, and database rights with respect to Your Content; (ii) that You grant Us the right to edit, modify, reformat, excerpt, delete, or translate any of Your Content; (iii) that Your Content will not contain third-party copyrighted material, or material that is subject to other third-party proprietary rights, unless You have permission from the rightful owner of the material, or You are otherwise legally entitled to use such material (and to grant Contract Cloud all the license rights outlined here); (iv) that any royalties or licensing on Your Content are Your responsibility, and that You will pay all royalties and other amounts owed to any person or entity based on Your Content, or on Contract Cloud's hosting of that Content; (v) that if Contract Cloud or its Users exploit or make use of Your submission in the ways contemplated in this Agreement, You agree that such use will not constitute an infringement or violation of the rights of any third party, including (without limitation) any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights; (vi) that You are responsible for Your Content, as all information submitted to the Site, whether publicly uploaded or privately transmitted, is the sole responsibility of the person from whom that Content originated; and (vii) that We are not responsible for mistakes, inaccuracies, errors or omissions in Your Content or the content therein. In the event that any User Content is made public, Contract Cloud will redact names and/or any other identifying information from such publication.

Contract Cloud grants You a license to reproduce content from the Site for use in connection with Your personal use of the Site. This license covers both Contract Cloud's own protected content and user-generated Content on the Site. (This license is worldwide, non-exclusive, non-sublicensable, and non-transferable.) If You want to use, reproduce, modify, distribute, or store any of this content for a commercial purpose, You need prior written permission from Contract Cloud or the relevant copyright holder. A "commercial purpose" means You intend to use, sell, license, rent, or otherwise exploit such content for commercial use, in any way.

5.3 Digital Millennium Copyright Act.

Contract Cloud complies with the Digital Millennium Copyright Act, and will remove User Content upon receipt of a compliant takedown notice. You understand and acknowledge that You may be exposed to User Content that is inaccurate, offensive, indecent, or objectionable. **YOU AGREE TO WAIVE, AND HEREBY DO WAIVE, ANY LEGAL OR EQUITABLE RIGHTS OR REMEDIES YOU HAVE OR MAY HAVE AGAINST CONTRACT CLOUD WITH RESPECT THERETO.**

6. FREE TRIALS; FREE SERVICES.

6.1 Free Trial.

Upon registration of a free trial, We will make one or more Services available to You on a trial basis free of charge until the earlier of (a) the end of the specified period for which You registered to use the applicable Service(s), or (b) the start date of any Purchased Service You subscribe to, or (c) termination by Us in our sole discretion. Additional terms and conditions may appear on the

free trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY CONTENT YOU ENTER INTO THE SERVICES DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST AT THE CONCLUSION OF THE FREE TRIAL UNLESS YOU PURCHASE A SUBSCRIPTION TO, AT THE MINIMUM, THE SAME SERVICES AS THOSE COVERED BY THE TRIAL OR EXPORT SUCH CONTENT, BEFORE THE END OF THE TRIAL PERIOD. SHOULD YOU PURCHASE A SERVICE OF A LOWER GRADE THAN THAT COVERED BY THE TRIAL, YOU MUST TAKE CARE TO EXPORT YOUR CONTENT BEFORE THE END OF YOUR TRIAL PERIOD. IF YOU FAIL TO DO SO, YOUR CONTENT WILL BE PERMANENTLY LOST.

Please review all applicable information about the Services during the trial period before You make Your purchase.

6.2 Free Services.

The use of any of Free Services made available to You by Contract Cloud is subject to the terms and conditions of this Agreement. In the event of a conflict between this Section 6.2 (Free Services) and any other provision of this Agreement, this section shall rule. Usage over any described limits requires purchase of additional resources or services. Contract Cloud reserves the right, in its sole discretion and for any or no reason, to terminate Your access to any Free Services without prior notice. Contract Cloud shall not be held liable to You or any third party for such termination. It is solely Your responsibility to export Your Content prior to the termination of Your access to any Free Services. In the event that We terminate Your Account or Your access to any Free Services, We will allow You the opportunity to retrieve Your Content within a reasonable time period.

7. OUR RESPONSIBILITIES.

7.1 Protection of Your Data.

Contract Cloud will maintain safeguards for protection of the security and confidentiality of Your Data, including but not limited to measures for preventing access, use, modification or disclosure of Your Data except (a) to provide Services and/or prevent or address service or technical issues, (b) as required by law in accordance with Section 10.3 (Compelled Disclosure) below, or (c) as You expressly permit in writing. However, the representations made in this Section, 7.1, are subject to all disclaimers and limitations of liability made in Sections 11 and 12.

7.2 Our Personnel. Except as otherwise provided herein, We shall be responsible for the performance of Our personnel as well as their compliance with Our obligations under this Agreement.

7.3 Beta Services. Contract Cloud may make Beta Services available to You from time to time. Beta Services may be subject to additional terms. Beta Services are not considered “Services” under this Agreement. However, all restrictions, rights and Your obligations with regard to the Services shall apply to Your use of Beta Services. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one (1) year from the start date or the date that a version of the Beta Services becomes generally available. We may, at any time and in Our sole discretion,

discontinue Beta Services. We will have no liability for any harm or damage arising out of or in connection with a Beta Service.

8. FEES AND PAYMENT FOR PURCHASED SERVICES.

8.1 Fees.

You agree to pay any and all payments due to Contract Cloud for use of the Site and according to the Services selected by You (“Fees”). Fees are based on Services and subscriptions selected or used. Payment obligations are noncancelable and fees paid are non-refundable. Quantities purchased cannot be decreased during the relevant subscription term.

8.2 Invoicing and Payment.

You agree that You will provide Us with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Us. If You provide credit card information to Us, You authorize Us to charge such credit card for all Purchased Services for the initial subscription term and any renewal subscription term(s) as set forth in Section 13.2 (Term of Purchased Subscriptions). Such charges shall be made in advance, either annually or in accordance with any specified billing frequency. If payment is to be made by a method other than a credit card, We will invoice You in advance. Invoiced charges are due net thirty (30) days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and for notifying Us of any changes to such information. Please note, Contract Cloud contracts with Stripe and Chargebee, which are both third-party services, to process such online payments. Please do not use the Service unless you have read and agree to [Stripe’s Privacy Policy](#) and [Chargebees’ Privacy Policy](#) and security practices.

8.3 Overdue Charges.

If any invoiced amount is not received by Us by the due date, then without limiting Our rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) We may condition future subscription renewals on payment terms shorter than those specified in Section 8.2 (Invoicing and Payment). Additionally, We reserve the right to cancel the subscription.

8.4 Suspension of Service and Acceleration.

If any amount owing by You under this or any other agreement for Our services is thirty (30) or more days overdue (or ten [10] or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. Other than for customers paying by credit card or direct debit whose payment has been declined, We will give You at least ten (10) days’ prior notice that Your account is overdue, in accordance with Section 14.1 (Notices) for billing notices, before suspending services to You. Contract Cloud reserves the right to retain documents, data and other Content in the event of non-payment.

8.5 Payment Disputes.

For fifteen (15) days after the initiation of a dispute, we will refrain from exercising Our rights under Section 8.3 (Overdue Charges) or 8.4 (Suspension of Service and Acceleration) above if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

8.6 Taxes.

Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “Taxes”). The payment of all Taxes associated with Your purchases hereunder is solely Your responsibility. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section 8.6, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

8.7

Future Functionality. Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.

9. CONFIDENTIALITY.

9.1 Definition of Confidential Information.

“Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

9.2 The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Notwithstanding the foregoing, in the event of a dispute regarding this Agreement or any dispute between Contract Cloud reserves the right to release any and all User Content or data.

9.3 Compelled Disclosure.

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior written notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a legal proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

10. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS.

10.1 Representations.

By opening an Account, You represent and warrant that (a) You have full right and authority to enter into this Agreement, to grant any rights granted herein, and to perform fully all obligations as set forth herein, (b) all information and User Content provided by You or Your agents is true, accurate and complete, (c) You are not infringing and will not infringe the rights of any third party, and use of the Site or Services as well as any Intellectual Property in connection with use of the Site or Services does not and will not violate the rights of any third parties, (d) You shall comply with the terms and conditions of any agreements which govern the use of third party materials, and (e) You shall comply with all state, local and federal laws and regulations as they relate to use of the Site or Services. You further represent and warrant that You have read, understand, and agree to be bound by this Agreement in order to access and use the Site and/or Services.

10.2 Warranties.

You hereby warrant and represent that You will respect the privacy, property and data protection rights of other Users and that You will not record (whether video or audio or otherwise) any interaction by or with any User and/or Contract Cloud in connection with the Site or Services without the prior written consent of Contract Cloud or the relevant User. You further represent and warrant that You will fulfill the commitments You make in connection with the Services, including but not limited to providing payment and being responsive. You also represent and warrant that You will act professionally and responsibly in all interactions in connection with the Services. You further represent and warrant that when using or accessing the Services, You will act in accordance with any applicable local, state, provincial, national, or international law or custom and in good faith. You hereby warrant and represent that You do not have any motivation, status, or interest which Contract Cloud may reasonably wish to know about in connection with the Site or Services, including without limitation, if You are using or will or intend to use the Site or Services for any journalistic, investigative, or unlawful purpose. You hereby warrant and represent that You will promptly disclose to Contract Cloud in writing any such motivation, status or interest, whether existing prior to registration or as arises during Your use of the Site or Services.

10.3 Disclaimers.

IF YOU CHOOSE TO USE THE SITE YOU DO SO AT YOUR SOLE RISK. THE SITE AND ALL SERVICES THEREON ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, CONTRACT CLOUD EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. CONTRACT CLOUD MAKES NO WARRANTY THAT THE SITE OR SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. CONTRACT CLOUD MAKES NO WARRANTY REGARDING THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT OR WORK PRODUCT OBTAINED THROUGH THE SITE.

CONTRACT CLOUD DOES NOT AND WILL NOT PERFORM SERVICES WHICH REQUIRE LICENSURE BY ANY GOVERNMENT OR REGULATORY AGENCY. CONTRACT CLOUD IS MERELY A PLATFORM FOR PROJECT MANAGEMENT AND DOES NOT ACT AS ANY LICENSED PROFESSIONAL. FURTHERMORE, CONTRACT CLOUD DOES NOT GUARANTEE THE ACQUISITION OF ANY BUSINESS OR HIGHER LIKELIHOOD OF SECURING CONTRACTS. CONTRACT CLOUD DOES NOT CONNECT USERS WITH THOSE SEEKING BIDS, DOES NOT GUARANTEE, REPRESENT OR WARRANT THAT ANY INFORMATION SHARED BY ANY USER IS ACCURATE, AND DOES NOT GUARANTEE, REPRESENT OR WARRANT THAT ANY WORK WILL BE COMPLETED AS AGREED TO.

CONTRACT CLOUD MAKES NO WARRANTY REGARDING THE QUALITY OR SPECIFICATIONS OF ANY SERVICES OR ANY CONTENT CONTAINED THEREIN OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE SITE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM CONTRACT CLOUD OR THROUGH THE SITE, OR CONTENT CONTAINED THEREIN, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS WITH OTHER USERS OF THE SITE OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU MAY COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES. YOU UNDERSTAND THAT CONTRACT CLOUD DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OR REPRESENTATIONS OF USERS OF THE SITE. CONTRACT CLOUD DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SITE. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON, REGARDLESS OF WHETHER SUCH MEETINGS ARE ORGANIZED THROUGH THE SITE.

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE, YOUR INTERACTIONS VIA THE SITE, YOUR PARTICIPATION IN ANY PROJECTS AND ANY CONTACT YOU HAVE WITH THIRD PARTIES, WHETHER IN PERSON OR ONLINE, REMAINS WITH YOU. NEITHER CONTRACT CLOUD NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE OR THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, FROM THE USE OF OR INABILITY TO USE THE SITE, SERVICES OR CONTENT, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF SITE OR SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF SITE, SERVICES, OR YOUR PARTICIPATION IN ANY PROJECTS RESULTING FROM YOUR USE OF THE SITE WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CONTRACT CLOUD HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11. INDEMNIFICATION; HOLD HARMLESS; LIMITATION OF LIABILITY.

To the fullest extent permitted by law, You agree to release, defend, indemnify, and hold Contract Cloud and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) Your access to or use of the Site or Service; (b) Your violation of this Agreement, any representation, warranty, or covenant referenced in this Agreement, or any applicable law or regulation; (c) Your Content; (d) Your interaction with any User; (e) the use or offer of a Service, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result use of the Site or a Service; (f) Your participation in the Service; (g) any allegation that You have infringed or otherwise violated the copyright, patent, trademark, trade secret, or other intellectual property or other rights of any third party; and/or (h) Your negligent or willful misconduct, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising therefrom.

IN NO EVENT WILL CONTRACT CLOUD'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND YOUR USE OF THE SITE OR SERVICES BE GREATER THAN THE AMOUNT OF FEES WHICH HAVE BEEN PAID BY YOU TO CONTRACT CLOUD DURING THE SIX (6) MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

CONTRACT CLOUD'S LIABILITY SHALL FURTHER BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW. THIS PROVISION SHALL HAVE NO EFFECT ON CONTRACT CLOUD'S CHOICE OF LAW PROVISION SET FORTH HEREIN.

Some jurisdictions do not allow the exclusion of certain warranties or limitation of liability for consequential or incidental damages. As such, certain aspects of the limitations above may not apply to You.

12. TERM AND TERMINATION.

12.1 Term of Agreement.

This Agreement commences on the Effective Date and shall continue until all Subscriptions hereunder have expired or have been terminated.

12.2 Term of Purchased Subscriptions.

Subscriptions will automatically renew for additional periods equal to the expiring subscription term or one (1) year (whichever is shorter), unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the relevant subscription term. The per-unit pricing during any renewal term may increase by up to ten (10%) percent above the applicable pricing in the prior term, unless We provide You notice of a different rate at least sixty (60) days prior to the applicable renewal term. Renewal of any promotional or one-time priced subscriptions will be at Our applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription parameters for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

12.3 Termination or Suspension.

You may terminate this Agreement upon our receipt of Your written notice, in accordance with Section 14, during normal business hours (such termination to be effective upon the close of business on the day properly delivered and received), but You shall be obligated to pay for any Fees which are unpaid and outstanding.

Contract Cloud, in its sole discretion, reserves the right to suspend Your rights under this Agreement or terminate this Agreement and Your Account immediately at any time for any reason or no reason at all.

We will refund You any prepaid fees covering the remainder of the term of any Subscriptions or the purchase of any Services after the effective date of termination. If this Agreement is terminated by Us in accordance with Section 13, You will pay any unpaid fees covering the remainder of the term of any subscriptions or the purchase of any Services. In no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.

If it is determined or suspected by Contract Cloud in its sole discretion that You are misusing or attempting to misuse our Services or Site or any Content, or are using or attempting to use it for any inappropriate, illegal, harmful, or anti-competitive, purposes, including but not limited to activities such as hacking, infiltrating, fraud, advertising, jamming or spamming, or any activities inconsistent with the Services proposed to be offered by Contract Cloud, in addition to our right to immediately terminate this Agreement, Contract Cloud reserves the right, in its sole discretion, to instigate, without notice, appropriate legal actions or proceedings to seek appropriate remedies and/or damages, including but not limited to lost revenue, repairs, legal fees, costs and expenses, and to seek injunctions or other equitable remedies.

12.4 Data Retention.

We will make Your Data available to You for export or download Upon request by You made within thirty (30) days after the termination or expiration of this Agreement. After such 30-day period, We will have no obligation to retain or provide any of Your Data, and will thereafter dispose of all copies of Your Data in Our systems unless legally prohibited.

13. NOTICES, GOVERNING LAW AND JURISDICTION.

13.1 Notices.

Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the fifth business day after mailing, or (c), except for notices of termination or an indemnifiable claim (“Legal Notices”), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to You will be addressed to the relevant billing contact designated by You. All other notices to You will be addressed to the relevant Services system administrator designated by You. You agree that notices and other communications sent to either the mailing address or the email address provided by You constitutes sufficient notice.

13.2 Agreement to Governing Law and Jurisdiction.

This Agreement and the Services are governed and interpreted pursuant to the laws of the State of Illinois, notwithstanding any principles of conflicts of law. Any disputes in connection with this Agreement that result in court action, in accordance with the terms of this Agreement, will be resolved exclusively by a state or federal court located in Winnebago County, Illinois, and You specifically consent to the personal jurisdiction of such courts and waive any claim of forum.

13.3 Conflict of Rules.

If any provision of this Agreement is found to conflict with applicable law(s), the reviewing arbitrator or court, as applicable, shall interpret the provisions or revise them only to the extent necessary to comply with applicable law(s). All other provisions shall remain intact and enforceable as written.

14. DISPUTE RESOLUTION AND ARBITRATION.

THIS AGREEMENT INCLUDES AN AGREEMENT TO ARBITRATE CLAIMS AND AN AGREEMENT THAT ALL CLAIMS WILL BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY (AND NOT AS A CLASS ACTION OR OTHER REPRESENTATIVE PROCEEDING). PLEASE READ THE FOLLOWING TERMS CAREFULLY.

IN EXCHANGE FOR THE BENEFITS OF THE SPEEDY, ECONOMICAL, AND IMPARTIAL DISPUTE RESOLUTION PROCEDURE OF ARBITRATION, YOU AGREE TO WAIVE YOUR RESPECTIVE RIGHTS TO RESOLUTION OF ALL CLAIMS BETWEEN YOU AND CONTRACT CLOUD (EXCEPT THOSE EXPRESSLY EXCLUDED BELOW) IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTES BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS AS SET FORTH HEREIN.

The agreement to arbitrate contained in this Section (“Arbitration Agreement”) is governed by the Federal Arbitration Act and survives the termination of this Agreement and Your relationship with Contract Cloud.

Claims covered by this Arbitration Agreement include, but are not limited to, any dispute, claim or controversy whether based on past, present or future events arising out of or relating to: this Agreement and prior versions (including the breach, termination, enforcement, interpretation or validity thereof); the Site or Services; Your relationship with Contract Cloud; the threatened or actual suspension, deactivation or termination of Your Account or this Agreement; payments made by You or any payments made or allegedly owed to You; compensation, expense reimbursement, discrimination, harassment, retaliation, fraud, defamation, trade secrets, unfair competition, emotional distress; any promotions or offers made by Contract Cloud; breach of any express or implied contract or breach of any express or implied covenant; claims arising under federal or state consumer protection laws; claims arising under antitrust laws; claims arising under the Telephone Consumer Protection Act and Fair Credit Reporting Act; and claims arising under the Fair Labor Standards Act, Civil Rights Act of 1964, Uniform Trade Secrets Act, Americans With Disabilities Act, and state statutes, if any, addressing the same or similar subject matters; and all other federal and state statutory and common law claims.

If there is a dispute about the arbitrability of any Claim (including questions about the scope, applicability, interpretation, validity, and enforceability of this Arbitration Agreement), You and Contract Cloud agree that this threshold dispute shall be delegated to the arbitrator (not a court) and that the arbitrator shall have initial authority to resolve such threshold disputes, except as expressly provided below.

YOU ACKNOWLEDGE AND UNDERSTAND THAT YOU ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL CLAIMS, UNLESS EXPRESSLY EXCLUDED IN THIS ARBITRATION AGREEMENT. THIS ARBITRATION AGREEMENT IS INTENDED TO REQUIRE ARBITRATION OF EVERY CLAIM OR DISPUTE THAT CAN LAWFULLY BE ARBITRATED, EXCEPT THOSE CLAIMS AND DISPUTES WHICH BY THE TERMS OF THIS ARBITRATION AGREEMENT ARE EXPRESSLY EXCLUDED FROM THE REQUIREMENT TO ARBITRATE.

If You do not want to arbitrate disputes with Contract Cloud and You are an individual, You may opt out of this Arbitration Agreement by notifying us within thirty (30) days of the first date that You access the Site or the date that You receive any Services.

15. CLASS ACTION AND RIGHT TO JURY WAIVERS.

Except as otherwise required under applicable law, You and Contract Cloud agree that any arbitration will be limited to the Claim between Contract Cloud and You individually. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT, CLASS-WIDE ARBITRATION, OR ANY OTHER REPRESENTATIVE PROCEEDING (“Class Action Waiver”). Further, unless both You and Contract Cloud otherwise agree, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of any class or representative proceeding. The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on any basis other than an individual basis. The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on a class, collective, or representative basis.

Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability or validity of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which: (i) the Claim is filed as a class, collective, or representative action and (ii) there is a final judicial determination that the Class Action Waiver is unenforceable as to any Claims, then those Claims shall be severed from any remaining Claims and may remain in a civil court of competent jurisdiction, but the Class Action Waiver shall be enforced in arbitration on an individual basis as to all other Claims to the fullest extent possible.

If this class action waiver is found to be unenforceable, then the entirety of the Arbitration Agreement, if otherwise effective, shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If for any reason a Claim proceeds in court rather than in arbitration, You waive any right to a jury trial.

16. ADDITIONAL TERMS.

16.1 Amendment.

Contract Cloud reserves the right to modify this Agreement at any time. By continuing to use or logging into the Site after this Agreement has been modified, You automatically agree to the revised Terms. In the event that You do not agree to the revised Terms, You must stop using the Site.

16.2 Severability.

If any part of this Agreement is deemed unlawful, void, or unenforceable, that part shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

16.3 Waiver.

If You fail to comply with this Agreement, our failure to enforce any provision of this Agreement will not affect Our right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement or any provision of this Agreement constitute a waiver of any

subsequent breach or default, a waiver of the provision itself, or a waiver of the right to enforce this Agreement.

16.4 Entire Agreement and Order of Precedence.

This Agreement constitutes the entire agreement between You and Us regarding Your use of the Site and Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

16.5 Assignment.

You may not assign or transfer this Agreement or any of Your rights or obligations under this Agreement, whether by operation of law or otherwise, without Contract Cloud's written consent (not to be unreasonably withheld). Contract Cloud may assign this Agreement at any time without notice to You.

16.6 Relationship of the Parties.

This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between You and Contract Cloud.

16.7 Third-Party Beneficiaries.

There are no third-party beneficiaries under this Agreement.

16.8 Force Majeure.

In no event shall Contract Cloud be liable for any injury, loss, claim, damage, or damages, including, but not limited to, any special, exemplary, punitive, indirect, incidental or consequential damages of any kind, whether based in contract, tort, strict liability, or otherwise, which arises out of interruptions of service caused by an act of God, terrorism, accident, fire, labor controversy, riot, civil commotion, act of public enemy, law, enactment, rule order, or act of any government or governmental instrumentality, failure of technical facilities, failure or delay of transportation facilities, illness or incapacity, or other cause of a similar or dissimilar nature not reasonably within the control of Contract Cloud or which Contract Cloud could not by reasonable diligence have avoided. Contract Cloud shall not be responsible for reimbursing any fees paid.

16.9 No Legal or General Business Advice.

At no time does Contract Cloud review any agreements between You and any third party or any other documents submitted to the Site for legal sufficiency, perform any cost/benefit analyses, draw legal conclusions, provide legal advice, opinions or recommendations about Your legal rights, remedies, defenses, options, selection of forms, or strategies, apply the law to the facts of Your particular situation, or mediate any dispute. Contract Cloud is not a law firm and may not perform services performed by an attorney. Contract Cloud, its Services, and any forms or templates provided in connection therewith are not a substitute for the advice or services of an attorney or consultant. Liability for any breach of any agreements between You and any third party lies solely with the parties thereto.

16.10 SUBPOENAS:

All subpoenas must be properly served on Contract Cloud, preferably by mailing the subpoena to our registered agent at the following address:

DiSchino & Schamy, PLLC
4770 Biscayne Boulevard, Suite 1280
Miami, Florida 33137
Attention: Contract Cloud, Inc. – Subpoena

Contract Cloud does not accept service via e-mail or fax and will not respond subpoenas delivered by email or fax.

17. CONTACT.

If You have any questions or comments regarding this Agreement, please contact us at:

Contract Cloud, Inc.
Attn: Legal Department
PO Box 8752
Covington, WA 98042
legal@ContractCloud.com

Last Updated: April 22, 2019