

Formstack, LLC
11671 Lantern Road, Suite 300
Fishers, IN 46037

Prepared for:
Broken Arrow Public Schools
701 S Main Street
Broken Arrow, OK 74012



PLAN DESCRIPTION	QUANTITY	SUBTOTAL
07/11/2021-07/10/2022		
Platinum – Annual Charge	1	\$2,988.00
TOTAL		\$2,988.00

NOTE: This estimate is not a contract or a bill; it is an estimate on service pricing as of the issued date. If prices or discounts change or additional services are required, we will inform you prior to issuing an invoice.



FORMSTACK MASTER SERVICES AGREEMENT

THIS FORMSTACK MASTER SERVICES AGREEMENT (the "Agreement") is between Formstack, LLC, an Indiana limited liability company ("Formstack") and you (the "Customer"). This Agreement is effective as of the date you click "agree" to the terms of this Agreement (the "Effective Date"). Formstack and Customer agree as follows:

1. DEFINITIONS

"Affiliate" means any entity, directly or indirectly through one or more Intermediaries, that is controlled by or is under common control with a party hereunder. For the purposes of this definition, "control" means the ability to direct its affairs and/or to control the composition of its board of directors or ownership of more than fifty percent (50%) (or such lesser percent as may be the maximum that may be owned by foreign interests pursuant to the applicable laws of the country of incorporation) of (a) the shares of stock entitled to vote for directors in the case of a corporation; or (b) the equity or interests in profits in the case of a business entity other than a corporation.

"API" means the application programming interfaces developed and enabled by Formstack that permits Customer to access certain functionality provided by the Service and any accompanying or related documentation, source code, executable applications and other materials made available by Formstack.

"Data" means all data, content, information, files, text, music, sound, photographs, graphics, video, messages, and other materials collected, processed and/or retained by Formstack for Customer in connection with providing the Services to Customer, including any of the foregoing provided by any End-User.

"Documentation" means any manuals, instructions or other documents or materials that Formstack provides or makes available to Customer in any form or medium, which describe the functionality, components, features or requirements of the Services, including any aspect of the installation, configuration, integration, operation, use or support thereof.

"End-User" means any person or entity other than Customer with whom Customer or its Affiliates interact with using the Service or API, including any person or entity submitting data, information, files or other content through the Services via a form or otherwise.

"Intellectual Property Rights" means all common law or statutory: (a) patents, patent applications, and patent rights; (b) rights associated with original works, authorship, moral rights, copyrights and all their exclusive rights; (c) rights relating to the protection of trade secrets and Confidential Information; (d) rights associated with designs, industrial designs and any other design; (e) rights analogous to those rights set forth above and all other industrial or intellectual property rights; and (f) registrations, provisionals, continuations, continuations-in-part, renewals, reissues, reexaminations and extensions of the foregoing (as applicable) now existing or hereafter filed, issued or acquired.

"Order" means the ordering terms presented by Formstack to Customer describing the Services, including without limitation, the type, fees, limitations and duration of the Services. All Orders shall be subject to and incorporated into this Agreement.

"Service(s)" means Formstack's SaaS-based subscription services available on Formstack's website and purchased by Customer and provided by Formstack under this Agreement as specifically identified in the applicable Order. The meaning of Services shall also

include the API if API access is part of Customer's Order. All Services shall be specifically identified in the Order.

"Subscription Fee" means the amount Customer is required to pay for the Services as set forth on the applicable Order.

"Systems" means hardware, modems, servers, software, network and communications equipment and ancillary services.

"Test Data" means data used to test the Formstack product that is (a) personal or sensitive data that has been obfuscated (e.g., de-identified, masked, anonymized, pseudoanonymized) so that it may not be used to identify a natural person; or (b) personal or sensitive data that is mocked up.

"Term" means the Initial Term and all Renewal Terms as set forth in Section 9.

"Third Party Services" means third party products, applications, services, software, networks, systems, directories, websites, databases and information which a Service or Formstack's website links to, or which Customer may connect to or enable in conjunction with a Service, including, without limitation, Third Party Services which may be integrated directly into Customer's account by Customer or at Customer's direction.

2. PURCHASED ACCESS TO SERVICES

2.1 Services. Subject to all terms and conditions of this Agreement, Formstack will use commercially reasonable efforts to provide Customer access to the Services during the Term. Formstack, in its sole discretion, may provide the Services using third party vendors or service providers. Subject to the terms of this Agreement, Formstack shall be liable for such third party vendors' and service providers' breach of this Agreement. Customer shall pay Formstack the fees specified in the Order. If Customer purchases any of the Formstack Services identified in Schedule A, Service Specific Provisions, attached hereto and incorporated herein by reference, the terms set forth in Schedule A as to the respective Formstack Service shall apply.

2.2 Limitations. Formstack will not be responsible or liable for any failure in the Services or other damages, losses or claims resulting from or attributable to (a) Systems of the Customer or its Affiliates, End-Users or clients, (b) network, telecommunications or other service or equipment, (c) Customer's or a third party's (except for a third party subcontractor engaged by Formstack to provide the Services) products, services, negligence, acts or omissions, (d) Customer's breach of Section 3 of this Agreement, (e) scheduled maintenance or (f) loss, content or inaccuracy of Data, viruses or other disabling features originating from the Data, or unauthorized access or breach of Data by third parties, except as expressly provided in Section 3.1.

2.3. Customer's Account. Customer is responsible for all activities that occur under Customer's account. Customer is responsible for maintaining the security and confidentiality of all usernames and passwords associated with Customer's account. Customer agrees to notify Formstack immediately of any unauthorized use of Customer's username or password or account or any other known or suspected breach of security. As between Customer and Formstack, Customer is fully responsible and liable for compliance with the provisions of this Agreement by its Affiliates and each of their employees, agents, subcontractors and End-Users and for any and all activities that occur under Customer's account.

2.4 Systems. Customer shall be responsible for obtaining and operating all Systems needed to use the Services and shall conduct all of its own backup, recovery and maintenance services on its Systems. Customer shall ensure that all such Systems are compatible with the Services.

2.5 Affiliates. Customer's Affiliates may use the Service only by purchasing Services pursuant to this Agreement under an Order signed by the Customer Affiliate. Such Customer Affiliate shall comply with and be bound by this Agreement. Customer shall be jointly and severally liable for a Customer Affiliate's breach of this Agreement and all other activities of Customer Affiliates with respect to the Services and this Agreement.

2.6 API USE. If Customer's Service plan, as identified in the applicable Order, includes access to the API, use of such API is subject to the terms of this Agreement. If your Service plan included access to the API, then subject to the terms and conditions of this Agreement, Formstack grants to Customer a limited, nonexclusive, nontransferable, nonsublicensable, worldwide, revocable right and license during the Term to use and make

calls to the API to develop, implement and distribute Customer's own applications solely for use by Customer and Customer's End-Users in connection with the Services. Formstack may modify, amend, change or deprecate all or part of the API in its sole discretion at any time ("API Modification"). Formstack shall use commercially reasonable efforts to provide prior notice to Customer of any such actions as soon as reasonably practical. Customer shall, within thirty (30) days from the date of first notice of any API Modification(s) (or such shorter period of time specified in the notice of the API Modification(s)) (the "Conformance Period") comply with such modification(s) by (i) implementing and using the most current version of the API, (ii) making any changes to Customer's application using the API that may be required as a result of such API Modification, (iii) using commercially reasonable efforts to stop distribution of all prior versions of Customer's applications using the API and (iv) using commercially reasonable efforts to upgrade all prior versions of Customer's applications using the API then in use to the most recent version. Customer acknowledges that an API Modification may have a material adverse effect on Customer's applications using the API, including but not limited to, causing such applications to not operate as designed. Formstack shall have no liability of any kind to Customer or any End-User with respect to such API Modifications or any adverse effects resulting from such API Modifications. Customer's continued access to or use of the API following the Conformance Period shall constitute binding acceptance of the API Modifications at issue.

2.7 Downloads. If Formstack provides desktop, mobile or other applications for download, Customer may download only such number of copies to its computers or mobile devices as authorized and solely for the Customer's internal business purposes in conformance with this Agreement and provided Customer agrees to be bound by the terms of any applicable end user license agreement for such applications.

3. PROPRIETARY RIGHTS; CUSTOMER OBLIGATIONS

3.1 Data. As between the parties, Customer shall own all Data. Customer hereby grants Formstack and its subcontractors engaged to provide the Services a royalty free, non-exclusive, limited-term license to use, copy, host, transmit, modify, display, distribute, and create derivative works of the Data for the purposes of providing the Services. If Customer removes its Data (by deleting, un-publishing, downgrading an account, etc.) or cancels its account, Formstack may immediately remove Customer's Data permanently from its and its subcontractors' servers. Customer hereby acknowledges that the Services are not intended to be a data backup service, and Customer agrees not to use the Services as a data backup service. Formstack makes no representations or warranties regarding its ability to recover any Data lost. Customer represents and warrants that the Data shall not infringe on any Intellectual Property Rights or other rights of third parties and that Customer will not collect the Data of any individual through the Service without first (i) receiving such individual's consent and authorizations, or (ii) having another appropriate legal basis for processing, in accordance with all applicable laws. Customer also represents and warrants that it will not (i) use the Services to upload, post, link to, email, transmit, or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or any telecommunications equipment and (ii) post or distribute any computer program that damages, detrimentally interferes with, surreptitiously intercepts or expropriates any system, data or personal information. Formstack shall not be responsible for the accuracy, quality, integrity, legality, reliabilities, appropriateness of or copyright permissions for Data or for any actions taken by Customer, its Affiliates, each of their employees, agents, subcontractors or End-Users or a third party with respect to the Data after the Data leaves the custody of Formstack. To the extent any Data is transmitted or stored with Formstack in an encrypted format, Formstack may not be able to identify the contents of such Data and would only be able to notify Customer generally of any incident involving such encrypted Data but not provide additional, detailed information about the specific contents of the Data. Formstack shall not be liable to Customer for any damages, fines or costs in responding to a security breach or any loss or theft of Data, where such breach does not involve Data that constitutes personal data or protected health information under applicable law and is not directly attributed to an intentional or grossly negligent act or omission of Formstack.

3.2 License/No Additional Rights. Formstack hereby grants to Customer a revocable (in accordance with this Agreement), non-exclusive, non-sublicensable, non-transferable, limited license to use the Services, or any component thereof, during the Term and in accordance with the restrictions set forth herein and the applicable Order for Customer's internal business purposes only. Except for the limited rights and licenses expressly granted hereunder, no other license is granted to Customer, no other use is permitted and Formstack (and its licensors) shall retain all right, title and interest in and to the Services (including all Intellectual Property Rights and proprietary rights embodied therein). Customer represents and warrants it will not take any action inconsistent with such rights, including any actions in violation of Formstack's Acceptable Use Policy, which is hereby incorporated herein by this reference.

3.3 Additional Restrictions.

Customer shall only use the Services for Customer's benefit and not for the benefit of any other third parties. For example, Customer may not use the Service to issue forms and collect data on behalf of Customer's clients or end customers or other third parties. Only Customer and its employees may use the Service.

Customer agrees not to, not to attempt to, nor permit any third party to: (i) use the Services in any manner that could damage, disable, overburden or impair Formstack's servers or networks or interfere with any other party's use and enjoyment of the Services; (ii) attempt to gain unauthorized access to any services, user accounts, computer systems or networks through hacking, password mining or any other means; (iii) copy, distribute, rent, sell, resell, lease, lend, sublicense, assign or transfer the Services, make the Services available to any third party or use the Services on a service bureau or time sharing basis; (iv) decompile, reverse engineer or disassemble the Services or otherwise attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Services; (v) create derivative works based on the Services; (vi) modify, remove or obscure any copyright, trademark, patent or other notices or legends that appear on the Services or during the use and operation thereof; (vii) publicly disseminate performance information or analysis (including benchmarks) relating to the Services; (viii) scrape, export, store or otherwise retain any copies of raw data which Customer may access through the Services; (ix) use the Services to develop a competitive product offering; (x) use the Services in a manner which violates or infringes any laws, rules, regulations, third party intellectual property rights or third party privacy rights; or (xi) share the Services' specific license codes or access passwords with other parties. Without Formstack's prior written consent, Customer shall not frame the Services within or as part of any third-party services or incorporate parts of the Services in any other manner as part of another website or service unless authorized in writing by Formstack. Customer may not use any automated means, including agents, robots, scripts or spiders, to access or manage the Services, except solely to the extent as may be specifically enabled and authorized by Formstack in writing. Formstack may take any legal and technical measures to prevent the violation of this provision and to enforce this Agreement.

Formstack reserves the right to delete an account or suspend Customer's access to the Service if Customer violates this Section 3.3.

3.4 Compliance with Law. Customer represents and warrants it will comply with all applicable laws and regulations of the United States and other applicable jurisdictions in using the Services, including without limitation, import, re-import, sanctions, anti-boycott, export, re-export, data localization, and data privacy and security laws. Customer shall be solely responsible for complying with any home country restrictions on receipt, use or downloading of the Services.

3.5 Export. The Services are of United States origin, are provided subject to the U.S. Export Administration Regulations and may be subject to the export control laws of any other applicable country. Diversion contrary to applicable law is prohibited. Without limiting the foregoing, Customer warrants through the Term that (a) it is not, and is not acting on behalf of, any person who is a citizen, national, resident of or who is controlled by the government of any country to which the United States or other applicable government body has prohibited export transactions (e.g., Iran, North Korea, etc.); (b) it is not, is not acting on behalf of, any person or entity listed on a relevant list of persons to whom export is prohibited (e.g., the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, the U.S. Commerce Department Denied Persons List or Entity List, etc.); (c) it will not use the Service for, and will not permit the Service to be used for, any purpose prohibited by applicable law, including, without limitation, for any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons; (d) no Data will be classified or listed on the United States Munitions list or similar list published for the jurisdiction in which the applicable data center is located, or contain defense articles, defense services or ITAR-related data; (e) no Data will require an export license or is restricted under applicable export control laws from export to any country where Formstack or Formstack's service providers maintain facilities or personnel; and (f) Customer and Customer's Affiliates, End-Users, and clients are not subject, either directly or indirectly, to any order

issued by any agency of the United States government revoking or denying, in whole or in part, Customer's United States export privileges. Customer must notify Formstack promptly if Customer or any Customer Affiliate, End-User or client becomes subject to any order of that type.

3.6 HIPAA Accounts. For some Services, Formstack offers an enterprise-level HIPAA solution designed to help ensure HIPAA compliance ("HIPAA Account") for customers who are subject to the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "HIPAA"). All other Services ("Non-HIPAA Accounts") are not designed to support the security requirements of HIPAA. Customer is solely responsible for selecting the appropriate type of account based on its particular data privacy and security compliance obligations. Customer is also solely responsible for any applicable compliance with federal or state laws, including without limitation, HIPAA, governing the privacy and security of personal data, including medical or other sensitive data. It is Customer's responsibility to assess whether its usage of the Services is appropriate for the storage or control of, or access to, sensitive data, such as information about children, personally identifiable information or medical or health information. Formstack does not control or monitor the Data. Customers requiring secure storage of "protected health information" under HIPAA ("PHI") are expressly prohibited from using Non-HIPAA Accounts for such purposes. Storing and permitting access to PHI in a Non-HIPAA Account is a material violation of this Agreement and grounds for immediate termination.

3.7 Payment Card Industry Data Security Standard (PCI DSS) Compliance. Customer may enter or upload credit card information to the "Credit Card" field of the Formstack Forms Service only. With regards to the Formstack Forms Service only, to the extent Formstack possesses or otherwise stores, processes or transmits cardholder data on behalf of Customer or to the extent Formstack could impact the security of Customer's cardholder data environment, Formstack will comply with applicable PCI DSS requirements and shall secure such cardholder data in accordance with PCI DSS. If Customer processes, stores or transmits any cardholder data information using the Services, Customer must comply with its responsibilities under PCI DSS.

3.8 Trademark. Customer shall not alter, obscure or remove any printed or on-screen trademark, copyright or other proprietary or legal notice. The Formstack name, the Formstack logo and the product names associated with the Services are trademarks of Formstack, and they may not be used other than as already displayed in the Services without Formstack's prior written consent.

3.9 Prohibited Content; Suspension. Formstack does not monitor the Data processed through the Services, but it reserves the right to remove any Data from the Services that it reasonably believes may violate the terms of this Agreement, any applicable law, rule or regulation, or infringe, misappropriate or violate any third party intellectual property right or privacy right, subject to Formstack, to the extent reasonably practicable under the circumstances, notifying Customer in advance of such removal and, if requested and permitted under applicable law and without further liability to Formstack, providing such Data to Customer in a standardized format. Formstack has no obligation to monitor or review any Data.

3.10 Injunctive Relief. Customer acknowledges and agrees that any breach by it or any of its agents, employees, users or representatives of this Article 3 shall cause irreparable injury to Formstack. In addition to any other remedies that may be available at law, in equity or otherwise, Formstack shall be entitled to seek and obtain injunctive relief against any threatened or continuing breach hereof.

3.11 Third Party Services, Information, and Links Disclaimer. Customer acknowledges and agrees that Formstack is not responsible for Third Party Services and that Formstack makes no representations or warranties regarding Third Party Services. Third Party Services may be modified, suspended or terminated at any time. Formstack does not endorse and is not responsible or liable for any content, advertising, products, services or other materials on or available from any Third Party Services. Formstack will not be responsible or liable, directly or indirectly, for any actual or alleged damage or loss caused by or in connection with use of or reliance on any Third Party Services. Customer's access and use of such Third Party Services are governed solely by the terms and conditions of such Third Party Services. Customer irrevocably waives any claim against Formstack and its affiliates with respect to Third Party Services.

3.12 Beta Products. "Beta Products" means products and features currently in development which Formstack may make available to Customer. Beta Products are not considered Services. From time to time, Formstack may make Beta Products available to Customer. Customer may choose to try such Beta Products or not in Customer's sole discretion. Beta Products are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. Customer acknowledges and agrees

that the Beta Products are not designed to support privacy and security regulations and/or requirements for Prohibited Data. Customer agrees not to use the Beta Products to process any Prohibited Data. Prohibited Data includes, without limitation: (a) government-issued ID numbers such as passport numbers, taxpayer numbers, driver's license numbers, (b) individual medical or health information (including without limitation, protected health information under HIPAA), (c) individual financial information or account numbers (including without limitation, credit or debit card numbers or bank account numbers), (d) security codes or passwords (other than passwords for Customer accounts on the Beta Products), (e) information about children, or (f) "special categories of personal data" under the EU General Data Protection Regulation) or similar information under other comparable laws or regulations. Beta Products are not considered "Services" under this Agreement, however, all restrictions, Formstack's reservation of rights, and Customer's obligations concerning the Services, shall apply equally to Customer's use of Beta Products. Formstack may discontinue Beta Products at any time in Formstack's sole discretion and may never make them generally available. Formstack will have no liability for any harm or damage arising out of or in connection with a Beta Products. Customer acknowledges and agrees that: (a) the Beta Products are not an official product and have not been commercially released for sale by Formstack; (b) the Beta Products may not operate properly, be in final form or fully functional; (c) the Beta Products may contain errors, design flaws or other problems; (d) it may not be possible to make the Beta Products fully functional; (e) the information obtained using the Beta Products may not be accurate and may not accurately correspond to information extracted from any database or other source; (f) use of the Beta Products may result in unexpected results, loss of data or communications, project delays or other unpredictable damage or loss; (g) Formstack is under no obligation to release a commercial version of the Beta Products; and (h) Formstack has the right unilaterally to abandon development of the Beta Products, at any time and without any obligation or liability to Customer. Customer acknowledges and agrees that it should not rely on the Beta Products for any reason. Customer is solely responsible for maintaining and protecting all data and information that is retrieved, extracted, transformed, loaded, stored or otherwise processed by the Beta Products. Customer will be responsible for all costs and expenses required to backup and restore any data and information that is lost or corrupted as a result of Customer's use of the Beta Products. THE BETA PRODUCTS ARE PROVIDED "AS-IS." AS IT RELATES TO THE BETA PRODUCTS, FORMSTACK DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE IN TRADE. EXCEPT AS OTHERWISE REQUIRED BY LAW, THE LIABILITY OF FORMSTACK AND ITS LICENSORS TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THE BETA PRODUCTS, OR FOR ANY ERROR OR DEFECT IN THE BETA PRODUCTS, OR FOR THE PROVISION OF TECHNICAL SUPPORT INSTALLATION, TRAINING OR OTHER SERVICES IN CONNECTION THEREWITH, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, INCLUDING CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED \$100. IN NO EVENT WILL FORMSTACK OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR DATA BREACH AND LOSS OF PROFITS, BUSINESS, REVENUE, DATA OR DATA USE, ARISING OUT OF OR IN CONNECTION WITH THE BETA PRODUCTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. The limitations of liability set forth in this Section reflect the allocation of risk negotiated and agreed to by the Parties. These limitations will apply notwithstanding any failure of essential purpose of any limited remedy.

3.13 Feedback. Customer may provide reasonable feedback to Formstack concerning the features and functionality of the Services and/or Beta Products. If Customer provides feedback to Formstack, all such feedback will be the sole and exclusive property of Formstack. Customer hereby irrevocably transfers and assigns to Formstack and agrees to irrevocably assign and transfer to Formstack all of Customer's right, title, and interest in and to all feedback including all intellectual property rights therein. Customer will not earn or acquire any rights or licenses in the Services, Beta Products or in any Formstack intellectual property rights on account of this Agreement or Customer's performance under this Agreement, even if Formstack incorporates any feedback into the Services and/or Beta Products.

3.14 Trial Periods and Free Accounts. If Customer signed up for a "Free Trial," Customer will be permitted to access and use the Services until the end of such trial period. Upon the termination of such trial period, Customer must select a Service plan other than a "Free Trial" and begin paying Subscription Fees as set forth in this Agreement and/or Order. Trial periods shall be as set forth in the Service plan, or as otherwise agreed to in writing by the parties. Any trial period or otherwise free account that has been inactive for six or more months is subject to termination and deletion of all Customer Data. For all no-cost or free accounts, Customer permits Formstack to place a Formstack logo or a "powered by" or similar link on all Customer forms. "Free Trials" are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. Customer acknowledges and agrees

that "Free Trials" are not designed to support privacy and security regulations and/or requirements for Prohibited Data. Customer agrees to use only Test Data during the course of the trial. "Free Trials" are not considered "Services" under this Agreement, however, all restrictions, Formstack's reservation of rights, and Customer's obligations concerning the Services, shall apply equally to Customer's use of the "Free Trial."

THE FREE TRIALS ARE PROVIDED "AS-IS." AS IT RELATES TO THE FREE TRIALS, FORMSTACK DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE IN TRADE. EXCEPT AS OTHERWISE REQUIRED BY LAW, THE LIABILITY OF FORMSTACK AND ITS LICENSORS TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH A FREE TRIAL, OR FOR ANY ERROR OR DEFECT IN A FREE TRIAL, OR FOR THE PROVISION OF TECHNICAL SUPPORT INSTALLATION, TRAINING OR OTHER SERVICES IN CONNECTION THEREWITH, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, INCLUDING CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, SHALL BE COMPLETELY CAPPED. IN NO EVENT WILL FORMSTACK OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR DATA BREACH AND LOSS OF PROFITS, BUSINESS, REVENUE, DATA OR DATA USE, ARISING OUT OF OR IN CONNECTION WITH A FREE TRIAL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. The limitations of liability set forth in this Section reflect the allocation of risk negotiated and agreed to by the Parties. These limitations will apply notwithstanding any failure of essential purpose of any limited remedy.

4. PROFESSIONAL SERVICES

To the extent Customer retains Formstack to provide professional services, the details related to such professional services shall be set forth in the Order ("Professional Services"). Formstack will perform the Professional Services in a professional, timely and workmanlike manner. Except as the parties otherwise agree in writing, Professional Services and the results thereof are made available "AS IS."

5. PAYMENTS

5.1 Payment Terms. The Subscription Fees shall be billed in advance and such fees are non-refundable. Fees for any Professional Services shall be billed in arrears on a monthly basis. Additional fees shall be as set forth in the Order. Customer must provide Formstack with accurate and complete billing information including legal name, address and telephone number. If Customer is paying via credit card, PayPal, ACH debit or other electronic means of payment, Customer must provide valid information for such payment method (credit card number, ACH routing and account number, etc.). By submitting such information, Customer grants Formstack and its service providers permission to charge all Subscription Fees and any other fees incurred for using the Services via such payment method. All invoices shall have payment terms of 15 days. All amounts payable under this Agreement by Customer will be paid to Formstack without setoff or counterclaim, and without any deduction or withholding. If Customer upgrades Customer's Service plan, Customer will be charged the corresponding Subscription Fee immediately and receive a pro-rata credit for the unused portion of the Subscription Fee for Customer's prior Service plan. If Customer downgrades Customer's Service plan, Customer will be promptly charged the Subscription Fee for the lower Service plan. If and to the extent a credit balance exists on Customer's account following a change to Customer's Service plan, Formstack will charge Customer's payment method on file once such credit is exhausted. There will be no refunds or credits for partial months of Service or upgrade/downgrade refunds. Any add-on features or Services not provided in Customer's Service plan will be billed in accordance with specific terms provided at the time the add-on features or Service is requested by Customer.

5.2 Taxes. All payments are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies, withholdings and similar assessments (including without limitation, sales taxes, use taxes and value added taxes), and Customer agrees to bear and be responsible for the payment of all such charges, excluding taxes based upon Formstack's net income. All amounts due hereunder shall be grossed-up for any withholding taxes imposed by any foreign government. Taxes shall not be deducted from the payments to Formstack, except as required by law, in which case, Customer shall increase the amount payable as necessary so that after making all required deductions and withholdings, Formstack receives and retains (free from any tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made.

5.3 Unauthorized Use. If Customer's use of the Services exceeds or is outside the scope of the applicable license terms and limitations

(e.g. storage, unique records, forms, users, etc.), such use shall constitute a material breach of this Agreement and, in addition to any other remedies available to Formstack, Customer shall promptly pay to Formstack upon notice the price for the next higher Service plan and/or any additional license fees calculated in accordance with Formstack's current price list for such additional use, or as determined by Formstack. Formstack reserves the right to prohibit Customer from exceeding usage limitations by denying access to the applicable Service.

5.4 Usage-Based Pricing. Certain Customers may be on a Plan that utilizes a usage-based pricing structure. In these cases, if Customer's account is found to be exceeding the usage limits of their Plan for a period of more than sixty (60) days, Formstack may, in its discretion, add or increase a usage add-on subscription in the amount of the lowest available option that will bring the account into compliance with the Plan's assigned usage limits. Usage add-on pricing will be based on the most recent publicly listed pricing on <https://www.formstack.com/pricing>.

6. LIMITED WARRANTY AND DISCLAIMERS

6.1 Formstack Services Warranty. Formstack will provide the Services in a manner consistent with general industry standards reasonably applicable to the provision thereof. Customer must report any deficiencies in the Services to Formstack in writing within thirty (30) calendar days from the date Customer becomes aware of such deficiencies. Customer's exclusive remedy and Formstack's entire liability for breach of the foregoing warranty is to provide services to correct the deficiencies. If Formstack is unable to correct the deficiencies, Customer is entitled to terminate the Formstack Service or this Agreement. Notwithstanding the foregoing, Services may be temporarily unavailable when deemed reasonably necessary or prudent by Formstack to repair, maintain or upgrade the Services or for causes beyond Formstack's reasonable control.

6.2 Exclusions. The warranties in this Agreement do not apply if the applicable Service (a) has been modified, except by Formstack, (b) has not been installed, used, or maintained in accordance with this Agreement or Documentation, (c) is based on the combination or use of the Service with any software, product or service not provided by Formstack, or (d) is non-conforming due to a failure to use an applicable update.

6.3 Disclaimers. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE SERVICES AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. FORMSTACK DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, FORMSTACK HEREBY DISCLAIMS (FOR ITSELF AND ITS SUPPLIERS) ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES AND PROFESSIONAL SERVICES, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY FORMSTACK. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR THE CUSTOMER'S PURPOSES. FORMSTACK IS NOT RESPONSIBLE FOR SOFTWARE INSTALLED OR USED BY CUSTOMER FOR THE OPERATION OR PERFORMANCE OF THE INTERNET. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, WHICH MEANS THAT SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER. IN THESE JURISDICTIONS, FORMSTACK'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

7. LIMITATION OF LIABILITY

IN NO EVENT SHALL FORMSTACK OR ITS AFFILIATES (OR ITS SUPPLIERS OR LICENSORS) BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) LOSS OR INACCURACY OF DATA (UNLESS SUCH LOSS CONSTITUTES A BREACH OF THIS AGREEMENT), LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (B) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL, OR (C) ANY DIRECT DAMAGES, IN THE AGGREGATE, IN EXCESS OF \$100, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN. SOME JURISDICTIONS DO

NOT ALLOW THE EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR PERSONAL INJURY OR DEATH, WHICH MEANS THAT SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER. IN THESE JURISDICTIONS, FORMSTACK'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

8. INDEMNIFICATION

8.1 Customer Indemnification. Customer shall defend, indemnify and hold harmless Formstack and its Affiliates and each of their directors, officers, members, employees, contractors, agents and licensors (collectively, "Formstack Indemnitees") from and against any third party, including without limitation, Customer's End-Users' and end customers', claims, actions, demands, proceedings or suits (collectively, "Claims") and any losses, damages, fines, penalties liabilities, judgments, costs and expenses (including reasonable attorneys' fees) resulting therefrom that arise out of or relate to (a) any claim that the Data or other Information supplied by Customer, any of its users, those submitting forms to Customer or a third party on behalf of Customer infringes the Intellectual Property Rights or other rights of a third party or has caused harm to a third party; (b) any breach by Customer of any term of this Agreement, including without limitation, any breach by Customer of, or any Claim relating to, any provision in Schedule A, Service Specific Provisions; or (c) Customer's violation of any federal, state or local law or regulation relating to Customer's use of the Services, including without limitation, data protection and data security laws. Customer will further defend, indemnify and hold Formstack and the Formstack Indemnitees harmless from any expense or cost arising from any third party subpoena or compulsory legal order or process that seeks data or other Customer related information, including without limitation, prompt payment to Formstack of all costs (including reasonable attorneys' fees) incurred by Formstack as a result and for Formstack's staff time in responding to such third party subpoena or compulsory legal order or process at Formstack's then applicable hourly rate.

8.2 Indemnification Procedure. Formstack shall notify Customer of any claim, suit, action or proceeding (each an, "Action") for which Formstack believes it is entitled to be indemnified pursuant to Section 8.1. The party seeking indemnification (the "Indemnitee") shall reasonably cooperate with the other party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such Action and shall employ counsel approved by the Indemnitee, such approval not to be unreasonably withheld or delayed, to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 8.2 will not relieve the Indemnitor of its obligations under this Section 8 except to the extent the Indemnitor can demonstrate it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. Indemnitor shall not settle any Action on any terms or in any manner without Indemnitee's prior written consent.

9. TERM AND TERMINATION

9.1 Term. This Agreement shall commence on the Effective Date and shall continue in effect unless terminated pursuant to the express provisions of this Agreement or until all Orders under this Agreement have terminated ("Termination"). The initial term for each Order shall be as specified in the Order, or if no term is specified, for one year from the effective date of said Order (the "Initial Term"). Upon expiration of the Initial Term of an Order, the Order will automatically renew at the end of each billing cycle unless Customer cancels such auto-renewal through Formstack's online account management site (each a "Renewal Term" and together with the Initial Term, the "Term"). Formstack reserves the right to increase its fees prior to the start of any Renewal Term provided Formstack gives Customer notice (which may be by email) of such fee increase at least 30 days prior to expiration of the then current term. Any price increase shall take effect at the beginning of the next Renewal Term unless otherwise agreed in writing by the parties. If Customer elects not to renew an Order but continues using a Service beyond the applicable Term, Customer shall be responsible for paying all fees due for the next annual term of said Service, which may be increased at any time by Formstack, and the terms of this Agreement shall continue to apply to such use.

9.2 Termination/Suspension. Customer may terminate Customer's Service plan account at any time through Formstack's online account management site. Such termination by Customer will take effect at the end of the then-current billing cycle. In the event of such termination by Customer, prepaid Subscription Fees will not be refunded. This Agreement may be earlier terminated by either party, in whole or in part, (a) if the other party materially breaches a provision of this Agreement and fails to cure such breach within 30 days (5 days in the case of non-payment) after receiving written notice of such breach from the non-breaching party, or (b) immediately upon written notice, if the other party makes any assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of any or all of the other party's property, or the other party seeks protection under any bankruptcy,

receivership, trust deed, creditors arrangement, composition or comparable proceeding or such a proceeding is instituted against the other party and is not dismissed within 90 days, or the other party becomes insolvent or, without a successor, dissolves, liquidates or otherwise fails to operate in the ordinary course. Formstack may suspend or terminate Customer's use of the Services at any time without prior notice: (a) in order to prevent damages to, or degradation of, Formstack's Internet network integrity, computers, Systems or infrastructure or that of its contractors; (b) if needed to comply with any law, regulation, court order or other governmental request or order which requires immediate action; (c) in order to otherwise protect Formstack from potential legal liability; or (d) if Customer does not provide a valid payment method or fails to pay fees in accordance with Section 9.2(a), above. Formstack shall use commercially reasonable efforts to notify Customer of the reasons for such suspension or termination action as soon as reasonably practicable. In the event of a suspension, Formstack shall promptly restore use of the Services to Customer as soon as the event giving rise to the suspension has been resolved. Customer is responsible for all Service fees during any suspension periods, including the time between any suspension/termination and reactivation of the account after Customer cures such breach. Nothing contained in this Agreement shall be construed to limit Formstack's action or remedies in any way with respect to any of the foregoing activities. Formstack reserves the right to take any and all additional actions it may deem appropriate with respect to Customer's use of the Services, including taking action to recover the costs and expenses of identifying offenders and excluding them from the Services, and levying cancellation charges to cover Formstack's expenses in the event of disconnection of dedicated access for the causes outlined above.

9.3 Effects of Termination. Upon any expiration or termination of this Agreement, all rights, obligations and licenses of the parties shall cease, except that (a) all obligations that accrued prior to the effective date of termination (including without limitation, all payment obligations) shall survive, (b) Formstack may, but shall not be obligated to, delete Data and (c) the provisions of Sections 2.2 (Limitations), 3 (Proprietary Rights), 5 (Payments), 6.2 (Disclaimers), 7 (Limitation of Liability), 8, (Indemnification), 10 (Confidentiality), 11 (General Provisions) and this Section 9.3 shall survive.

10. CONFIDENTIALITY

10.1 Confidential Information. "Confidential Information" means non-public information, technical data or know-how of a party and/or its Affiliates, which is furnished to the other party in written or tangible form in connection with this Agreement that the receiving party knows or should have reasonably known is confidential or proprietary at the time of disclosure. For clarity, the features, functionality and content of the Services (including all data and information made available by Formstack via the Services), any Documentation, the fees charged hereunder and any information regarding planned modifications or updates to the Services or other Formstack products and services constitute Formstack Confidential Information. Customer Confidential Information includes the Data. Oral disclosure will also be deemed Confidential Information if it would reasonably be considered to be of a confidential nature or if it is confirmed at the time of disclosure to be confidential.

10.2 Not Confidential Information. Notwithstanding the foregoing, Confidential Information does not include information which is: (i) already in the possession of the receiving party and not subject to a confidentiality obligation to the providing party; (ii) independently developed by the receiving party; (iii) publicly disclosed through no fault of the receiving party; (iv) rightfully received by the receiving party from a third party that is not under any obligation to keep such information confidential; or (v) approved for release by written agreement with the disclosing party.

10.3 Confidentiality Obligation. Neither party will use the other party's Confidential Information except as reasonably required for the performance of this Agreement. Each party will hold in confidence the other party's Confidential Information by means that are no less restrictive than those used for its own confidential materials. Each party agrees not to disclose the other party's Confidential Information to anyone other than its employees or subcontractors who are bound by confidentiality obligations and who need to know the same to perform such party's obligations hereunder. The confidentiality obligations set forth in this Section will survive for one (1) year after the termination or expiration of this Agreement.

10.4 Return of Confidential Information. Upon termination or expiration of this Agreement, except as otherwise agreed in writing or otherwise stated in this Agreement, each party will, upon the request of the disclosing party (which in the case of Customer as the disclosing party, Customer shall make such request within 120 days after the termination effective date), either, to the extent reasonably feasible: (i) return all such Confidential Information of the disclosing party and all copies thereof in the receiving party's possession or control to the disclosing party; or (ii) destroy all Confidential Information and all copies thereof in the receiving party's possession or control. If Formstack determines it is not reasonably feasible to return or destroy the Confidential Information,

Formstack shall ensure that any and all protections, requirements and restrictions contained in this Agreement shall be extended to such retained Confidential Information and that any further uses and/or disclosures shall be limited to the purposes that make the return or destruction infeasible. The receiving party will, at the request of the disclosing party, certify in writing that no copies have been retained by the receiving party, its employees or agents. After 180 days from the termination effective date, Formstack may destroy all Data without further notice to Customer.

10.5 Permissible Disclosure. In case a party must disclose the disclosing party's Confidential Information to comply with applicable law or regulation or receives legal process that demands or requires disclosure of the disclosing party's Confidential Information, such party will give prompt notice to the disclosing party, if legally permissible, to enable the disclosing party to challenge such demand or disclosure. The receiving party shall reasonably cooperate, at the disclosing party's expense, with any attempt to procure a protective order or similar treatment. In the event such protection is not obtained or the disclosing party waives compliance with the provisions of this Agreement, the receiving party agrees to disclose only that portion of the Confidential Information which it is legally required to disclose.

11. GENERAL PROVISIONS

11.1 Entire Agreement. This Agreement (which includes the terms herein and any applicable Order(s) and Addendums, including without limitation, any Business Associate Agreement (BAA), Data Processing Agreement (DPA), and any agreement incorporated herein by the parties by express reference) constitutes the entire agreement and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties about the subject matter of this Agreement. Any Formstack terms applying to the Services provided hereunder and available at <https://www.formstack.com/terms> are incorporated herein by reference. In the event of a conflict, the order of precedence shall be in the following order: (i) the terms of this Agreement, (ii) the BAA or DPA, (iii) the Order, and (iv) any other agreement or terms incorporated into this Agreement. No waiver, consent or, except as expressly provided herein, modification of this Agreement shall bind either party unless in writing and signed by the party against which enforcement is sought. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. If this Agreement is required to be registered with any governmental authority, Customer shall cause such registration to be made and shall bear any expense or tax payable in respect thereof.

11.2 Governing Law. This Agreement shall be treated as though executed and performed in the State of Indiana and shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to its conflicts of law provisions. Neither the United Nations Convention on Contracts for the International Sale of Goods nor any enactment of the Uniform Computer Information Transactions Act shall apply to this Agreement. Any legal suit, action or proceeding arising out of or related to this Agreement shall be instituted in the federal courts of the United States or the courts of the State of Indiana in each case located in the city of Indianapolis and County of Marion, and each party irrevocably submits to the jurisdiction of such courts in any such suit, action or proceeding.

11.3 Arbitration. Except as provided below, the parties hereby agree to arbitration in the State of Indiana, administered by the American Arbitration Association under its then current Commercial Arbitration Rules, of any claim or dispute arising out of or relating to this Agreement or the services to be provided by Formstack hereunder (collectively "Disputes") which may arise between them, including but not limited to: Disputes arising out of or in connection with any relationship of the parties, any transaction between the parties contemplated herein, this Agreement, the construction, scope, validity, interpretation, effect, performance or non-performance of any such transaction or agreement (including this Agreement, this Arbitration provision, or arbitrability), and all claims of any kind (whether contractual, non-contractual, tort, common law, equitable, or statutory in nature) or the consequences of any of the foregoing. Within ten (10) calendar days of service of a Demand for Arbitration pursuant to this Agreement, the parties shall agree upon a sole, knowledgeable and impartial arbitrator. If the parties cannot agree upon a sole, knowledgeable and impartial arbitrator, either party may apply to a court of competent jurisdiction for appointment of the arbitrator.

Discovery shall be limited and the parties need only produce documents they intend to rely upon. A party may only obtain additional documents they know to exist only upon a showing that they are directly relevant and material to the issues in the case. Depositions, if any, are limited to one (1) deposition for fact witnesses, plus a deposition of each expert (if any) identified, all limited to four (4) hours per deposition. The parties hereby irrevocably waive any indirect, consequential or punitive damages, and the arbitrator(s) shall have no

power to grant same. Judgment on the award may be entered in any court having jurisdiction thereof.

The parties agree that all information concerning the fact, substance or result of any such Dispute or arbitration shall remain confidential and shall not be disclosed except to the extent necessary to enforce the arbitration award or as otherwise required by law. This provision shall survive termination of this Agreement. If a court determines any part of this Arbitration provision is invalid or unenforceable, then such part shall not affect the validity or enforceability of any other part of this provision or any other provision of this Agreement, and all other parts and provisions shall remain in full force and effect. The parties hereby consent to jurisdiction and venue in the State of Indiana.

To the fullest extent permitted by applicable law, no arbitration proceeding under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class action proceedings or otherwise. Customer agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Services or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

This provision shall not prevent a party from seeking temporary injunctive relief from an Indiana federal or state court to preserve the status quo or preserve evidence pending arbitration. Moreover, in the event that Customer has in any manner violated or threatened to violate Formstack's Intellectual Property Rights, Formstack may seek injunctive or other appropriate relief in any state or federal court in the State of Indiana.

11.4 Attorneys' Fees. In any action or proceeding to enforce or interpret this Agreement, the prevailing party will be entitled to recover from the other party its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

11.5 Notices. Any notice or communication hereunder shall be in writing and either personally delivered or sent via confirmed facsimile, recognized express delivery courier or certified or registered mail, prepaid and return receipt requested, addressed to the other party at its address specified below, or at such other address designated in a subsequent notice. All notices shall be in English, effective upon receipt.

11.6 Modification, Substitution, Discontinued Service. Formstack will have sole discretion, at any time, to change, substitute or discontinue a Service. If Formstack makes modifications to any Service that removes or materially alters features that were previously available to Customer under an Order, Formstack will notify Customer in writing of these changes and these modifications will not apply to Customer until the start of the next Renewal Term, unless such modifications are required to comply with applicable law or court or regulatory order.

11.7 Assignment. This Agreement and the rights and obligations hereunder may not be assigned, in whole or in part, by either party without the other party's written consent (which shall not be unreasonably withheld). However, without consent, either party may assign this Agreement to any successor to all or substantially all of its business which concerns this Agreement (whether by sale of assets or equity, merger, consolidation or otherwise) provided such assignee is not a direct competitor of the other party. Notwithstanding the foregoing, Customer may not assign or otherwise transfer its account within any Service to any other person or entity. This Agreement shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the parties hereto.

11.8 Independent Contractors. The parties shall be independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent or representative of the other party or both parties as joint venturers or partners for any purpose.

11.9 Publicity. Customer hereby grants Formstack the right to add Customer's name and company logo to Formstack's customer list and website.

11.10 Statistical Information. Formstack may monitor Customer's use of the Service and compile Customer Data with other data in an aggregate and anonymous manner to derive statistical and performance information related to the provision and operation of the Service and may make such information publicly available, provided that such information does not include any data that would enable the identification of Customer or Data, or the disclosure of Customer Confidential Information. Formstack retains all rights, title and interest in and to such statistical and performance information and all data collected by Formstack relating to the operation of the Service and Customer's use thereof.

11.11 Force Majeure. Neither party is under any liability in respect of anything which, apart from this provision, may constitute breach of this Agreement arising by reason of any matter outside of said party's reasonable control, including without limitation, Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout, any power interruptions or failures of or interruptions to any communications equipment, software or hardware. This Section shall not apply to limit Customer's payment obligations under this Agreement.

11.12 Federal Government End Use Provisions. If Customer is a U.S. federal government department or agency or contracting on behalf of such department or agency, each of the Services is a "Commercial Item" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Services are licensed to Customer with only those rights as provided under the terms and conditions of this Agreement.

Schedule A

SPECIFIC SERVICE PROVISIONS

Formstack Documents:

Customer's use of Formstack Documents is subject to, and Customer agrees to comply with, the following:

1. Formstack will attempt to deliver all of the email that is addressed to Customer's email address and sent through Formstack Documents. However, the nature of email is such that Formstack cannot guarantee delivery of such email. Customer waives all liability against Formstack arising from delay or failure in email delivery.
2. Formstack does not save any Data submitted to the system for the purpose of merging documents unless explicitly requested by Customer in the settings of its documents or data routes. If Customer requests the data to be saved, it is only saved for a maximum of 30 days.
3. The Formstack Documents Service is not PCI DSS compliant. With regards to such Services, Customer is solely responsible for any applicable compliance with federal or state laws and rules, or other standards governing the use, collection, privacy and security of payment card industry data. Formstack specifically disclaims any representation or warranty that such Services, as offered, comply with the federal, state, or local laws, rules or standards relating to payment card industry data.

Formstack Sign:

Subject to the following terms, Customer may use the Formstack Sign Service to deliver, electronically sign, and store, as applicable, eContracts. All individuals registering for an account under and using the Formstack Sign Service must be 18 years of age or older. Customer may only use the Formstack Sign Service for its own internal business purposes and not for distribution or resale. Customer's use of the Formstack Sign Service is subject to, and Customer agrees to comply with, the following:

1. The Formstack Sign Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these terms may be construed to make Formstack a party to any eContract processed through the Formstack Sign Service, and Formstack makes no representation or warranty regarding the transactions sought to be effected by any eContract;

2. To enable parties to rely upon the signed documents between them, Customer agrees and consents, in using the Formstack Sign Service or submitting an e-Signed document through the Formstack Sign Service, to the means Formstack uses to secure electronic records and electronic signatures for any document Customer signed through Formstack Sign Service;
3. Between Formstack and Customer, Customer has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by Formstack that take advantage of Formstack's password-protection features are maintained in an encrypted form, and Formstack has no control of or access to their contents;
4. Formstack assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within a period of time or at all;
5. Customer is solely responsible for ensuring that its use of the Formstack Sign Service for any transaction complies with all applicable laws, including electronic signature law;
6. Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. Formstack is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures;
7. Formstack is not responsible for determining how long any contracts, documents, and other records are required to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, Formstack is not responsible for or liable to produce any of your eContracts or other documents to any third parties;
8. Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. Formstack does not and is not responsible to: (A) determine whether any particular transaction involves a "consumer;" (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access to consumer or otherwise, except as expressly provided herein; or (F) otherwise comply with any such special requirements;
9. Customer shall determine whether any consumer is involved in any eContract presented for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation;
10. The Formstack Sign Service is not PCI DSS compliant. With regards to such Services, Customer is solely responsible for any applicable compliance with federal or state laws and rules, or other standards governing the use, collection, privacy and security of payment card industry data. Formstack specifically disclaims any representation or warranty that such Services, as offered, comply with the federal, state, or local laws, rules or standards relating to payment card industry data.

Formstack Sync:

Subject to the payment of applicable Subscription Fees, Customer may decide to utilize Formstack Sync, a bi-directional data synchronization product offering that synchronizes data between various permitted third party applications ("Third Party Applications") and the Services (the "Synchronization"). The Synchronization allows (i) the Third Party Applications to electronically transmit data to the Services and for the Services to electronically receive the transmission of such data from the Third Party Applications; and (ii) the Services to electronically transmit data to the Third Party Applications and the Third Party Applications to electronically receive the transmission of such data from the Services. Customer will only allow the synchronization of data that Customer has the legal right to synchronize as contemplated herein. It is the sole responsibility of Customer to comply with all terms and conditions governing the Third Party Applications. Customer agrees to assist Formstack in arranging with Customer's Third Party Application vendors

("Vendors") for the implementation of the Synchronization. Customer agrees to cooperate with the Vendors and Formstack in connection with the implementation of the Synchronization and to sign any additional software licenses or similar agreements required to facilitate the development and/or implementation of the Synchronization. Customer agrees to participate with Formstack and Vendors in the testing of the Synchronization as needed, including but not limited to the sending of data to Formstack and/or Vendors to test the Synchronization. Formstack shall endeavor to make reasonable efforts to coordinate with the Vendors to establish and maintain the Synchronization. It is Customer's responsibility to ensure Formstack is notified of all future changes and/or modifications that could impact the Synchronization. The parties agree that Customer is directing (i) the Vendors to transmit certain data by way of data transmission from the Third Party Platforms to the Services and (ii) Formstack to transmit certain data by way of data transmission from the Service to the Third Party Platforms. Formstack assumes no responsibility for the accuracy, completeness, loss, and/or quality of the data the Vendor may provide to or receive from the Service, Formstack, and/or Customer. Except for the Professional Services that may be purchased related to Customer's use of Formstack Sync, Formstack Sync is a self-service platform. Customer agrees and acknowledges that the Third Party Applications may produce and/or retrieve complete sets of data through the API. Formstack Sync will store all such retrieved sets of data. Formstack Sync will automatically perform the synchronization according to the specifications, preferences, data sets, fields, workflows, frequencies, and configurations set by Customer (the "Preferences"). Customer is solely responsible for such Preferences.