

Master Subscription Agreement

Contract Insight – Enterprise Installed Edition (Specified Term)

Last Updated: June 1, 2026

This Master Subscription Agreement ("Agreement") is entered into between CobbleStone Systems Corp. d/b/a CobbleStone Software ("CobbleStone") and the customer identified in the applicable Order Form ("Customer") and is effective as of the last date of signature of the Order Form ("Effective Date").

1. DEFINITIONS

"Business Day" means any weekday (Monday through Friday), excluding U.S. federal holidays.

"CobbleStone" means CobbleStone Systems Corp. d/b/a CobbleStone Software, a New Jersey corporation located at 428 S. White Horse Pike, Lindenwold, NJ 08021.

"Concurrent End User" means a user account that is currently logged into the Licensed Software during the Server Session time-out period. The total number of End Users under a Concurrent End User license model is the total number of users logged into the system during a Server Session time-out period.

"Customer" means the party set forth in the applicable Order Form and includes its End Users.

"Customer Data" means any proprietary or confidential materials provided to CobbleStone by Customer in connection with CobbleStone's provision of the Services

"Documentation" means the user guides, online help/wiki, release notes, and training materials provided by CobbleStone to Customer in connection with the SaaS Services, as updated and amended from time to time. Documentation will be provided electronically.

"End User" means either the Named End User or Concurrent End User definitions herein, respective to the license model (concurrent or named) purchased in the Order Form. The total End Users shall be defined in accordance with the total number of either Named End Users or Concurrent End Users utilizing the system in accordance with their respective definitions above indicated by license model purchased in the Order Form.

"Licensed Software" means CobbleStone's proprietary Contract Insight application software or website, including all features, functions, and add-on modules purchased or obtained from CobbleStone. Licensed Software includes any Updates or Upgrades delivered to Customer in accordance with the "Maintenance and Support" section below.

"Maintenance & Support Services" means all technical support provided to Customer related to the use, features, and functionality of the Licensed Software. Maintenance & Support Services include access to Updates, Upgrades, patches, and other applicable modifications to the Licensed Software. Maintenance & Support Services will only be provided during a purchased and paid for Subscription Term.

"Named End User" means a user account that is set to active within the Licensed Software regardless of whether the user is actively using the system or not. The total number of End Users under a Named End User license model is the total number of activated users regardless of whether the user is actively logged in or not.

"Order Form" means an order form placed by Customer and accepted by CobbleStone detailing the purchase of subscriptions to the Licensed Software and associated Services. Each Order Form is governed by and incorporated into this Agreement by reference.

“Professional Services” means the services identified as “Optional” services in the Order Form, including training, implementation, integration, data migration, enhanced support, software escrow, and other such technical services. Professional Services, if purchased, are considered delivered when the service is performed in accordance with the items purchased in the Order Form. Professional Services will be mutually scheduled between the Parties. Any services not purchased under the Order Form are specifically excluded unless mutually agreed to in writing via a valid purchase order, service agreement, or amendment to this Agreement. Professional Services do not include Maintenance & Support Services.

“Server Session” means the time-out period set on the Licensed Software server that defines the length in time in minutes a user can remain in the system during a user’s active and inactive period.

“Services” means, collectively, (i) Professional Services, (ii) Maintenance & Support Services, and (iii) the limited access and use rights to the Licensed Software granted herein.

“Subscription Term” means and term for which Customer has paid licensing and Maintenance & Support Services fees.

“Update” means any engineering patch intended to fix bugs and errors in the Licensed Software.

“Upgrade” means a software patch or improvement provided by CobbleStone that replaces or improves a version of the Licensed Software with a newer version of the purchased Licensed Software.

2. TITLE & LICENSING

- 2.1 **License Grant.** Subject to and conditioned on the terms of this Agreement, including requirements for payment of license fees, CobbleStone hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right to access, install, and use the Licensed Software and Documentation as specified in the Order Form. The license is granted only for the number of Licensed Software instances and user licenses purchased in the applicable Order Form. Customer acknowledges that the Licensed Software and Documentation are licensed, not sold, under this Agreement.
- 2.2 **License Renewal.** Upon receiving payment from Customer for any Subscription Term renewal, CobbleStone will deliver to Customer a updated license key for the length of such Subscription Term.
- 2.3 **License Use.** Customer may use the Licensed Software as a single production instance located in the United States and its territories or any other country to which the Licensed Software is legally exported or otherwise permitted herein. The Licensed Software is considered a single instance when it is loaded into the temporary memory (i.e. RAM) or installed into the permanent memory (e.g. hard drive, CD-ROM, or other storage device) of one computer or if installed on the hard disk or other storage device of a computer or network server.
- 2.4 **Limitations on Use.** CobbleStone reserves all rights not expressly granted in this Agreement. Customer may not: (i) rent, lease, sell, provide unlicensed access to, or otherwise transfer or distribute the Licensed Software or Documentation to others; (ii) reverse assemble, reverse compile, or otherwise attempt to create or modify the source code from Licensed Software; (iii) install or create more copies of the Licensed Software than allowed through this Agreement (iv) utilize Licensed Software for more End Users than the number of licenses for which it has paid a license fee; (v) remove, modify, or obscure any copyright, trademark, or other proprietary notices contained in the Licensed Software or Documentation; (vi) export the Licensed Software or Documentation, or any copies thereof, to any End User in violation of applicable laws and regulations; (vii) combine the Licensed Software with third-party software, unless expressly approved in writing by CobbleStone; or (viii) access the Licensed Software or Documentation in order to create or improve a similar or competitive product. Customer may only utilize the Licensed Software electronically over its network. End Users may remotely access the Licensed Software through the Customer’s network. Except for the license granted hereunder, this Agreement

does not and shall not be construed as transferring ownership rights, title to, or interest in the Licensed Software, Documentation, or any related materials to Customer or to any third party.

- 2.5 **Backup and Transfer.** In addition to the production instance, Customer may make a single copy of Licensed Software to be used for backup, archival, disaster recovery, and testing purposes. Customer may backup Customer Data where necessary to ensure the safety and integrity of Licensed Software and Customer Data. This includes tape drive, electronic, and off-site backups. Customer may physically transfer the Licensed Software from one network server to another. Customer may hold one copy of Licensed Software on a separate network server for reasons of testing, provided that Customer does not retain more copies of the Licensed Software than the number purchased.
- 2.6 **Feedback.** CobbleStone may use any communications or materials provided by Customer or its employees or affiliates suggesting or recommending changes to the Services, new features, or functionality related thereto, or any comments, questions, suggestions, or the like ("Feedback"). Customer hereby grants to CobbleStone a royalty-free, irrevocable, perpetual license to use, for any purpose and without any attribution or compensation, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback. Nothing in this section requires CobbleStone to use Feedback in any way.

3. MAINTENANCE & SUPPORT

- 3.1 **Maintenance & Support Services.** CobbleStone will provide Maintenance & Support Services during any paid Subscription Term. CobbleStone will only provide support for versions of the Licensed Software supplied and modified by CobbleStone. Maintenance & Support Services exclude training and formal consulting services.
- 3.2 **Technical Support.** Customer agrees to assume full responsibility for providing first-line support to its End Users. For any issues Customer is not able to resolve with such first-line support, CobbleStone will provide technical assistance to Customer's End Users during any paid Subscription Term. This will consist of responding to support tickets as reasonably required to ensure the Licensed Software application performs as per the Documentation. Upon encountering an issue with the Services, Customer shall submit a support ticket to CobbleStone. Upon receipt of a support ticket, CobbleStone shall respond no later than the next Business Day for standard support between the hours of 9:00 a.m. and 8:00 p.m. EST time.
- 3.3 **Software Maintenance.** During any Subscription Term, CobbleStone will make all applicable Updates and Upgrades available to Customer. CobbleStone will electronically deliver any such Update or Upgrade upon Customer's request.

4. PRICING AND PAYMENT

- 4.1 **Invoicing.** Payment is due within thirty (30) days of Customer's receipt of any valid invoice from CobbleStone. All pricing and currency amounts are expressed in United States Dollars. Pricing for additional products or services following the initial order shall be as set forth in that purchase order or order form and subject to CobbleStone's then-current rates and policies. Unless expressly provided otherwise, all fees paid by Customer are non-refundable. Interest charges of 1.50% per month (or the highest rate permissible under applicable law, if less) may accrue daily on all amounts not received when due.
- (a) License and Maintenance & Support Services Fees. Customer will be invoiced for license fees and annual Maintenance & Support Services fees (collectively, the "Subscription Fees") upon initial delivery of the Licensed Software and annually thereafter upon renewal. Pricing for Subscription Fees after the initial year may be increased once annually upon notice via invoice to Customer. Increases will not exceed eight percent (8%) per year. The purchase of additional licenses may result in accompanying Maintenance & Support Services fees, which will be prorated for the remainder of the current Subscription Term.

- (b) Professional Services. Customer will be invoiced monthly for Professional Services performed that month. Professional Services are optional. CobbleStone will only invoice for hours actually delivered.
- (c) Subsequent Orders. Customer may purchase additional licenses, modules, or Professional Services during the term of this Agreement by requesting a price quote from CobbleStone and subsequently submitting a signed purchase order or order form to CobbleStone referencing this Agreement and quoted price.

4.2 **Tariff/Tax Applicability**. In the event that any items ordered by Customer are or become subject to a tax or tariff, Customer will pay or reimburse CobbleStone for any tariff fees, taxes, and other charges imposed as a result of this Agreement, including sales and use taxes, duties, or levies imposed by any authority, government, or government agency (excluding taxes on real estate owned by CobbleStone or taxes levied on CobbleStone's net income).

5. TERM AND TERMINATION

5.1 **Term of Agreement**. This Agreement commences as of the Effective Date and continues until all Order Forms subject to this Agreement have expired or been terminated, unless this Agreement is terminated earlier as provided herein.

5.2 **Subscription Term and Renewal**. The Subscription Term commences upon delivery of the Licensed Software to Customer and continues for a period of twelve (12) months. Unless otherwise indicated in the applicable Order Form, the Subscription Term will automatically renew for successive twelve (12) month periods unless Customer gives notice of its intent not to renew at least thirty (30) days prior to the Subscription Term's expiration.

5.3 **Termination**. Customer may terminate this Agreement for any reason with thirty (30) days' written notice to CobbleStone.

5.4 **Termination for Cause**. This Agreement may be terminated as follows:

- (a) by CobbleStone, effective upon thirty (30) days' written notice, if Customer fails to pay amounts due under this Agreement;
- (b) by either Party, effective immediately upon written notice, if the other Party commits a material breach of this Agreement and fails, within thirty (30) days after receipt of notice of breach, to cure such breach; or
- (c) by either Party, effective immediately upon written notice, if (i) all or a substantial portion of the assets of the other Party are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy, (ii) a proceeding is commenced by or against the other Party for relief under bankruptcy or similar laws and such proceeding is not dismissed within 60 days, or (iii) the other Party is adjudged bankrupt.

5.5 **Termination During Trial Period**. Customer will have a period of thirty (30) days, commencing with the date of initial delivery of the Licensed Software, for the purpose of evaluating the Licensed Software and determining, in its sole discretion and to its sole satisfaction, whether the Licensed Software is suitable for Customer's intended use. If Customer is not satisfied with Licensed Software during these initial 30 days, Customer may notify CobbleStone in writing, return or delete Licensed Software, and receive a full refund of license fees (excluding training, data transfer, installation, and Professional Service fees).

5.6 **Effect of Termination**. The termination or expiration of this Agreement for any reason will also terminate all licenses granted herein, except that Customer may continue to distribute the Licensed Software over its business network to End Users for a period not to exceed thirty (30) days following termination. No refunds will be granted except in accordance with the Termination During Trial Period section above. Upon termination of this Agreement, CobbleStone shall have and hereby reserves all rights and remedies that it has by operation of law

or otherwise to enjoin the unlawful or unauthorized reproduction, distribution, or use of the Licensed Software and Documentation.

6. CUSTOMER RESPONSIBILITY

- 6.1 **General.** Customer is responsible for compliance by the End Users with the applicable terms of this Agreement. Customer is responsible for licensing of its use of any third-party products or components. Customer will provide all required elements from Exhibit A (Hardware and Software Specifications). Customer will provide the necessary resources and staff in a timely manner to: provide adequate requirements and business rules for configuration services (if purchased); attend training (if purchased); provide data in a standard format (if data import services are purchased); provide configuration rules (if purchased) and connection strings; provide technical assistance and licenses to third-party products (if applicable); support the required integrations (if purchased); and administer the system successfully.
- 6.2 **Unauthorized Disclosure or Use.** Customer agrees not to use or perform any process, program, or tool for the purposes of guessing passwords, denial of service attacks, or to make unauthorized attempts to access or compromise the Licensed Software, other systems, or networks, or other processes that may impact the security or integrity of the Licensed Software. Customer agrees to use reasonable efforts to prevent and protect the Licensed Software and Documentation from unauthorized disclosure or use. Customer shall notify CobbleStone within twenty-four (24) hours of any known or suspected unauthorized disclosure or use. Customer acknowledges that CobbleStone will assist local, state/provincial, and federal authorities in the prosecution of any illegal activities.
- 6.3 **Compliance with Laws and Regulations.** The Customer agrees not to use the Services or Licensed Software in violation of applicable laws or regulations, including but not limited to posting any data in violation of applicable laws, regulations, or export control laws and regulations. This prohibition includes, but is not limited to, the transmission of bulk e-mail often referred to as "spam" e-mail, the transmission of copyrighted material without permission of the copyright holder, threatening or obscene material, and disclosing trade secrets. The Services provided hereunder are not intended for use by users located in foreign countries that may regulate the availability or use of such services and such use may carry inherent risks associated with foreign government laws, rules, or regulations, including but not limited to limitations of use by such governments and limited access to telecommunication or internet services and shall not constitute a breach of this Agreement by CobbleStone (including Service Level obligations, if any) and in no event shall CobbleStone be liable to Customer or any party for any damages, fines, penalties, credits, rebates, or other fees related to such. Any violation of applicable laws or regulations that regulate this Agreement shall constitute a material breach.

7. ARTIFICIAL INTELLIGENCE

- 7.1 **Artificial Intelligence Terms.** CobbleStone's AI Tools, such as VISDOM+, leverage CobbleStone's proprietary artificial intelligence technology by CobbleStone and by AI Processor. AI Processor may act as data subprocessor for any information input into an AI Tool. CobbleStone is not a data controller of any information processed while using an AI Tool. Customer's users control the content and amount of information uploaded to VISDOM+. CobbleStone may alter or cease to offer VISDOM+ or any other AI Tool to Customer at any time with reasonable advance notice to Customer. AI Processor may process Customer data through an AI Tool for generating or analyzing documents, chatting with system users, or to carry out other an AI Tool features. "AI Processor" means the third-party data processor utilized to provide certain artificial intelligence features in an AI Tool. The AI Processor as of the effective date is OpenAI. CobbleStone may change the AI Processor with reasonable advance notice to Customer.
- 7.2 **Limitations of AI Tool Use.** Customer may not use any AI Tools included in or incorporated within the Licensed Software for the following: (i) as part of an automated decision-making process with legal effects, unless the final decision is made by a human being; or (ii) to provide advice that would normally be provided by a licensed professional, including but not limited to legal, medical, or financial advice.

- 7.3 **VISDOM+ Pricing.** Packages for VISDOM+ are priced according to the monthly aggregate number of words processed in and out of VISDOM+. Words are consumed across all authorized users for Customer. Each month's allotment of words expires at month's end and words do not roll-over to subsequent months. Words used in excess of a month's allotment will be invoiced in increments of 750 words consumed. Due to the ever-changing nature of the artificial intelligence market, CobbleStone may update pricing for VISDOM+ packages with thirty (30) days' advance notice. Customer will be invoiced monthly for VISDOM+ fees.

8. CONFIDENTIAL INFORMATION

- 8.1 **Confidential Information.** Under this Agreement, "Confidential Information" means all proprietary or confidential information disclosed by a Party to another Party pursuant to this Agreement. Confidential Information shall include the Licensed Software, Documentation, CobbleStone IP, Customer Data, the terms and conditions of this Agreement, all programming, processes, screens, employee names, customers, pricing, plans, and other items commonly regarded in business as confidential. Confidential Information shall not include information or material that (a) was in the public domain at the time it was communicated to the receiving Party by the disclosing Party; (b) entered the public domain subsequent to the time it was communicated to the receiving Party by the disclosing Party through no fault of the receiving Party or becomes generally available to the public (other than as a result of its disclosure by the receiving Party or its representatives in breach of this Agreement); (c) was in the receiving Party's possession free of any obligation of confidence at the time it was communicated to the receiving Party by the other Party; (d) was rightfully communicated to the receiving Party free of any obligation of confidence subsequent to the time it was communicated to the receiving Party by the other Party; (e) was developed by employees or agents of the receiving Party independently of and without reference to or use of any confidential information communicated to the receiving Party by the disclosing Party; or (f) was communicated by the disclosing Party to an unaffiliated third party free of any obligation of confidence.
- 8.2 **Nondisclosure.** Each Party agrees to hold the Confidential Information of the other Party in strict confidence and to not disclose such Confidential Information to any third party in whole or in part, except as approved in writing by the disclosing Party or as legally required. The receiving Party shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information. Neither Party shall attempt to examine, copy, alter, "reverse engineer," tamper with, or otherwise misuse Confidential Information of the other Party except as strictly necessary for the purpose for which it is being disclosed. The obligations under this section shall continue notwithstanding the termination or expiration of this Agreement.
- 8.3 **Exceptions.** Notwithstanding anything to the contrary, CobbleStone shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and Feedback provided by Customer as suggestions to improve or update the services and data derived therefrom), and CobbleStone will be permitted to: (i) use such to improve and enhance the Services or Licensed Software and for other development, diagnostic, and corrective purposes in connection with the Services and other CobbleStone offerings; and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

9. WARRANTIES AND DISCLAIMERS

- 9.1 **Mutual Warranties.** Throughout the term of this Agreement, each Party represents and warrants to the other Party that:
- (a) it has full power and authority to enter into and fulfil its obligations under this Agreement;
 - (b) its performance under this Agreement will not violate any agreement with or rights of any third party; and

- (c) it has not in any material respect knowingly violated any applicable law or regulation that would impair the rights granted to the Parties under this Agreement.

9.2 **Additional CobbleStone Warranties.** CobbleStone represents and warrants that:

- (a) all work performed by CobbleStone in providing the Services will be performed in a professional and workmanlike manner; and
- (b) the Licensed Software shall materially conform to the Documentation and shall be free from known material defects in workmanship. In the event of any such defects, CobbleStone agrees to correct the defect or replace the defect within ninety (90) Business Days from the date reported, or as agreed to between the Parties. Alternatively, if CobbleStone determines that correction is not commercially reasonable, either Party may terminate this Agreement and CobbleStone will refund to Customer a pro-rated portion of the prepaid annual license and hosting fees remaining; provided, however, that CobbleStone is notified by Customer in writing of such defects within thirty (30) days of the date of the occurrence of the confirmed defect. Due to the complex nature of software, the internet, and computer systems, CobbleStone does not warrant that the Licensed Software is completely error-free, will operate without interruption, or is compatible with all equipment and software configurations.

9.3 **Warranty Disclaimers.**

- (a) **THE WARRANTIES SET FORTH IN THIS SECTION 10 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COBBLESTONE MAKES NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, REGARDING THE QUALITY, ACCURACY, OR VALIDITY OF THE LICENSED SOFTWARE, DATA, OR INFORMATION RESIDING ON OR PASSING THROUGH SYSTEM NETWORKS.**
- (b) Customer acknowledges that CobbleStone is not responsible for the content of any Customer data entered into the Licensed Software. Information available from or through the Licensed Software may not be complete or accurate and Customer assumes responsibility for the review and use of such data. The use of any information obtained from or through the Services is at Customer's own risk. CobbleStone does not provide legal advice for Customer. CobbleStone has no obligations under this Agreement with respect to any data created, stored, or transmitted outside of the Licensed Software.

10. **INDEMNIFICATION**

- 10.1 **CobbleStone Indemnification.** CobbleStone agrees to hold harmless and indemnify Customer, its employees, directors, and affiliates from any claim, demand, or cause of action by a third party alleging that the SaaS Services (when used in accordance with this Agreement) infringe any United States patent, trademark, or copyright of such third party (an "IP Claim"), provided that (i) Customer notifies CobbleStone promptly in writing upon becoming aware of any potential IP Claim; (ii) Customer gives CobbleStone sole control of the defense and settlement of such IP Claims; (iii) Customer cooperates fully with CobbleStone in the defense and settlement of such IP Claim and does not attempt to deliberately damage CobbleStone's defense of such IP Claim; and (iv) Customer does not settle any IP Claims without CobbleStone's prior written consent.
- 10.2 **Customer Indemnification.** Customer agrees to hold harmless and indemnify CobbleStone, its employees, directors, and affiliates from any claim, demand, or cause of action by a third party and all damages, judgments, decrees, costs, and expenses (including reasonable attorneys' fees) resulting therefrom to the extent arising from (i) Customer's misuse of the Services or Licensed Software; (ii) any violation by Customer of any terms of this Agreement; (iii) any intellectual property claims arising from Customer's content or data; or (iv) Customer's failure to comply with applicable laws or regulations. Customer acknowledges and agrees that CobbleStone may block access to Licensed Software if either Party receives notice of any violation, and Customer agrees to indemnify and hold CobbleStone harmless from any claim, demand, or cause of action and all damages,

judgments, decrees, costs, and expenses (including reasonable attorneys' fees) related to blocking such access or such notice.

- 10.3 **Limitation.** CobbleStone's indemnification or liability obligations shall not apply to the extent the damages relate to or arise out of (i) the specific content of Customer's data; (ii) unauthorized use, misuse, and/or alteration of the Services and/or the Licensed Software by Customer; or (iii) data stored outside of the Licensed Software. CobbleStone's indemnification responsibilities shall apply only to the extent that such damages could not have been avoided by the reasonable acts or omissions of the other Party. Furthermore, neither Party's indemnification or liability obligations shall apply to the extent the damages relate to or arise out of intentional torts, criminal acts, fraudulent conduct, intentional or willful misconduct, or the negligence or bad faith of the other Party.

11. LIMITATION OF LIABILITIES

- 11.1 **Limitation of Liability.** CUSTOMER AGREES THAT COBBLESTONE IS NOT RESPONSIBLE OR LIABLE FOR ACTS OF GOD, FOR ACTS BEYOND THE CONTROL OF COBBLESTONE, THIRD-PARTY SOFTWARE BUGS, IMPROPER THIRD-PARTY APPLICATION ARCHITECTURE, OR THIRD-PARTY IMPROPER APPLICATION IMPLEMENTATION. IN NO EVENT WILL COBBLESTONE BE LIABLE FOR LOST PROFITS, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF COBBLESTONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF ANY BREACH OF THE WARRANTIES PROVIDED BY COBBLESTONE HEREUNDER, CUSTOMER'S SOLE REMEDY SHALL BE THE ADJUSTMENT, REPAIR, OR REPLACEMENT OF THE GOODS OR SERVICES AS DEEMED APPROPRIATE BY COBBLESTONE. IN NO EVENT WILL COBBLESTONE'S TOTAL LIABILITY EXCEED THE LICENSE FEES PAID BY CUSTOMER TO COBBLESTONE IN THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

- 11.2 Nothing in this Agreement shall limit or exclude:

- (a) either Party's liability for death or personal injury caused by its negligence;
- (b) either Party's liability for fraud or fraudulent misrepresentation;
- (c) either Party's liability arising under Section 10; or
- (d) any other liability which cannot be limited or excluded by applicable law.

12. GENERAL

- 12.1 **Notice.** All notices required under this Agreement shall be given to either Party at the business address or email address set forth in an Order Form. For CobbleStone, a copy of the notice should also be sent to legal@cobblestonesoftware.com. Customer will notify CobbleStone in writing of any changes to its contact for notices purposes.
- 12.2 **Assignment.** Customer's rights to use the Services and Licensed Software are non-exclusive, non-transferable, and non-sublicensable. Customer shall not attempt to assign or transfer any rights or obligations under this Agreement without the prior written approval of CobbleStone. Any attempt to assign this Agreement in violation of the provisions of this Agreement will be void and of no force or effect.
- 12.3 **Outside Licenses.** In connection with providing the Services and Licensed Software, CobbleStone may make available third-party content, including data, information, applications, systems, products, services, or materials. Such content is subject to its own terms and conditions as may be agreed by Customer and the third party. Disclosures for Open Source Licenses utilized in the Licensed Software are available in the Documentation.
- 12.4 **Performance.** CobbleStone's performance hereunder shall be excused where delayed or hindered by war, riots, embargoes, strikes or other concealed acts of workmen, casualties, accidents, endemics, pandemics, acts of

nature (including flood or earthquake), or other occurrences beyond CobbleStone's control. CobbleStone shall notify Customer in the event of any of the foregoing occurrences. Should such occurrence continue for more than thirty (30) days, either Party may terminate this Agreement.

- 12.5 **Dispute resolution.** Any dispute, matter, controversy, or claim arising out of or related to this Agreement should first be attempted to be resolved by good faith negotiations between management. If unsettled, the Parties will attempt to mediate through non-binding mediation in accordance with the mediation procedure then in effect of the Center for Public Resources, JAMS, or as agreed to between the Parties. The mediation shall be conducted in English and remotely, in New Jersey, or at another location agreed to between the Parties. The mediator shall be neutral, independent, and disinterested and shall be selected from a professional mediation firm. The Parties shall promptly confer to select a mediator by agreement.
- 12.6 **Waiver.** The waiver by either Party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach. Any legal action arising out of CobbleStone's provisioning of the Services, including the failure, malfunction, or defect in the Services or Licensed Software, shall be brought within one year of the occurrence or is deemed waived.
- 12.7 **Publicity.** Neither Party shall publicize the nature of any disputed matters, or the proceedings or outcomes of any good faith negotiation pursuant to this section. CobbleStone may disclose Customer's name in bids, proposals, press releases, audits, as required by applicable laws or regulations, or as legally compelled to do so.
- 12.8 **Independent Contractor.** Nothing in this Agreement will be construed to create an agency, joint venture, partnership, or other form of association between the Parties. Neither Party has the right or authority to make any contract, representation, or binding promise of any nature on behalf of the other Party, and neither Party will hold itself out as having such right or authority.
- 12.9 **Entire Agreement.** This Agreement consists of and incorporates by reference the following terms in the set order of precedence:
- (a) The applicable Order Form(s);
 - (b) The Service Level Agreement;
 - (c) The terms of this Master Subscription Agreement;
 - (d) The Privacy Exhibit(s), if and to the extent applicable; and
 - (e) Exhibit A (Hardware and Software Specifications) and any additional exhibits attached hereto.
- Terms referenced in (b), (c), and (d) above are located at www.cobblestonesoftware.com/company/legal-hub. This Agreement represents the complete Agreement and understanding between CobbleStone and Customer with respect to the subject matter herein. In the event of a conflict of terms, the terms herein supersede any other written or oral agreement. This Agreement may only be modified by written, mutually signed agreement.
- 12.10 **Survival.** If any part of this Agreement is found to be invalid, illegal, or unenforceable, the remainder of the Agreement will remain in effect. Those sections of this Agreement which, by their nature, should survive expiration or termination, including but not limited to Sections 2.3 (Limitations of Use), 4 (Pricing and Payment), 5 (Term and Termination), 8 (Confidential Information), 9.3 (Warranty Disclaimers), 10 (Indemnification), 11 (Limitation of Liabilities), and 12 (General), shall survive beyond the expiration or termination of this Agreement.
- 12.11 **Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and nothing herein, express or implied, is meant to confer any benefits on any third party unless it expressly states that it does.

- 12.12 **Headings and Captions.** Headings and captions used in this Agreement are for reference purposes only and will not have any effect on the interpretation of the Agreement.
- 12.13 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding its conflict of law principles. The United Nations Convention for the International Sale of Goods shall not apply. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of New Jersey.

Exhibit A – Hardware and Software Specifications

The following are the minimum requirements at the time of signing for Customer to deploy the Contract Insight Enterprise Installed Edition. Customer is responsible for purchasing or licensing each specification prior to delivery of the Licensed Software. These specifications may change depending on future support requirements and availability from each hardware or software manufacturer.

Hardware Specifications (to be provided by Customer):

1. 8 GHZ Quad CPU Processor (dedicated/static) or better capable of running Windows Server;
2. 18 GB RAM (dedicated/static) or better assigned RAM;
3. Hard drive (dedicated/static) with at least 750 Gigabytes free disk space (Raid 5 Configurations or Storage Area Networks recommended) after operating system and database installed, or higher based on Customer's planned storage goals and growth;
4. Backup (Grandfather / Father / Son backup routine) recommended to be configured and managed by Customer;
5. Protective firewall, intrusion protection, and anti-virus to industry standard;
6. Network connectivity by way of IP Protocol; and
7. Virtualization supported provided static fixed RAM, CPU, and Disk Space.

Software and Installation Requirements (to be provided by Customer):

1. Windows 2022 Server (or newer) running IIS (Internet Information Service) with latest service pack with .NET Framework (or the latest edition supported by the manufacturer);
2. MS SQL Server 2019 Database (or newer) with latest service pack (or the latest edition supported by the manufacturer), dedicated/static, subject to their respective license agreement and requirements. Backup of database and transaction log are to be configured, maintained, and the responsibility of Customer;
3. Web browser with open Port 80 or 443 (or alternative port) on the server and latest edition of SSL / TLS security protocols;
4. Utilization of SMTP services for email notifications;
5. Maintenance of an internet connection to Customer's server and ability to connect to CobbleStone and third-party endpoints;
6. Procedure to monitor local running jobs in accordance with Customer policies; and
7. Data security to industry standards.

CobbleStone recommends scheduling a brief consultation between CobbleStone's and Customer's technical staff to review any specific requirements for installation.

Additional server requirements can be found at: <https://wiki.cobblestonesoftware.com/docs/installation-overview>