

Contract Tools Evaluation Agreement

This Evaluation Agreement (this “**Agreement**”) is between the company (or other entity) that you represent (“**Licensee**”) and Paper Software LLC (“**Paper Software**”). You represent that you are an agent of such company (or other entity) and that you have the authority to enter into this Agreement on behalf of such company (or other entity).

1. Definitions.

“**Affiliate**” is defined in Section 2.6.

“**Agreement**” is defined in the Introduction.

“**Claim**” means any claim, dispute, or controversy arising out of, relating to, or connected in any way with the Software or this Agreement.

“**Compatible Computer**” means a computer with the recommended software and hardware configuration as stated in the Documentation.

“**Confidential Information**” is defined in Section 9.2.

“**Contract Tools**” means all Software except Third-Party Software.

“**Documentation**” is defined in clause (a)(ii) of the definition of Software.

“**Evaluation Fee**” is defined in Section 5.

“**Evaluation Period**” means the period during which Licensee may evaluate the Software.

“**Feedback**” is defined in Section 2.5.

“**Fees**” means (i) the Evaluation Fee and (ii) any other fees charged by or on behalf of Paper Software.

“**Floating License Server**” means Contract Tools License Server and related files and scripts.

“**Intellectual Property Rights**” means copyrights, trademarks, patent rights, trade secret rights, and any other rights to exclude, existing from time to time in a jurisdiction under patent law, copyright law, trademark law, unfair competition law, moral rights law, trade secret law, or other similar law.

“**Licensee**” is defined in the Introduction.

“**Number of Licenses**” means the number of licenses as specified in a valid Order Summary or in a separate agreement with Paper Software.

“**Order Summary**” means an order summary, receipt, or other documentation provided to Licensee at the time Licensee begins its evaluation of the Software and any other order summaries, receipts, or other documentation subsequently provided to Licensee, in each case specifying, among other things, the Number of Licenses, Fees, and Evaluation Period. Each Order Summary is incorporated into this Agreement.

“**Paper Software**” is defined in the Introduction.

“**Released Party**” is defined in Section 13.1.

“**Services**” means any services Paper Software may provide in connection with the Software.

“**Software**” means (a) all of the information with which this Agreement is provided, including but not limited to (i) all software files and other computer information and (ii) related explanatory written materials and files (“**Documentation**”); and (b) any modified versions and copies of, and upgrades, updates, and additions to, such information, provided to Licensee by Paper Software at any time, to the extent not provided under separate terms (collectively, “**Updates**”).

“**Third-Party Software**” means software developed or licensed by a person or a legal entity other than Paper Software that is distributed by Paper Software for use in connection with the Software.

“**Updates**” is defined in clause (b) of the definition of Software.

2. Licenses.

2.1. License Grants. During the Evaluation Period, and subject to Licensee’s continuous compliance with this Agreement and payment of the Evaluation Fee:

(a) **Floating License Server.** Paper Software grants to Licensee, under all of Paper Software’s Intellectual Property Rights, a non-exclusive, limited license to install, activate, and use the Floating License Server in a manner consistent with the terms of this Agreement and the Documentation.

(b) **Software.** Paper Software grants to Licensee, under all of Paper Software’s Intellectual Property Rights, a non-exclusive, limited license to install, activate, and use the Software (except the Floating License Server): (a) on any number of Licensee’s Compatible Computers up to the Number of Licenses, and (b) in a manner consistent with the terms of this Agreement and the Documentation.

2.2. Archival Copy. Licensee may make 1 copy of the Software solely for archival or backup purposes.

2.3. Third-Party Software; Open-Source Software. The Software may include Third-Party Software, including software that is governed by open-source licenses. Certain provisions of open-source licenses are required to be included in distributions of open-source software. Licensee agrees to these open-source license provisions by using the Software. Any open-source software is provided with the rights set forth in the applicable open-source licenses, and is provided “as is” with no warranties. For the avoidance of doubt, open-source licenses do not apply to Contract Tools, the Floating License Server, or to the Software as a whole. Paper Software has sufficient rights to Third-Party Software to grant the rights set out in Section 2.1.

- 2.4. Ownership; No Implied Licenses.** Paper Software represents and warrants that it owns the Software and/or has sufficient rights to grant Licensee a license to use the Software pursuant to this Agreement. Licensee acknowledges that the Software and all Intellectual Property Rights embodied in the Software are and will remain the property of Paper Software (and/or third-party licensors, as applicable). Licensee will have no right, title or interest in or to the Software, except those rights expressly granted to Licensee by Paper Software pursuant to this Agreement. There shall be no licenses or rights implied under this Agreement based on any course of conduct or other construction or interpretation thereof. All rights and licenses not expressly granted are reserved by Paper Software.
- 2.5. Feedback.** If Licensee provides suggestions, ideas, feature requests, feedback, recommendations or other information relating to the Software (“**Feedback**”), Paper Software shall be free to use such Feedback in its business for all purposes without obligation to Licensee, including without payment. Licensee grants Paper Software a worldwide, nonexclusive, perpetual, irrevocable, royalty free, fully paid license to make, use, copy, modify, sell, offer to sell, distribute, sublicense, publicly perform or display, import, broadcast, transmit, rent, lease or lend copies of, any Feedback as part of the Software and any related Paper Software technology, service, specification or other documentation. Licensee warrants that its Feedback is not subject to any license terms that would purport to require Paper Software to comply with any additional obligations with respect to any products that incorporate any Feedback.
- 2.6. Affiliates.** Licensee’s Affiliates may use the Software provided hereunder to the same extent as Licensee, provided that such Affiliates comply with the requirements of this Agreement as if they were parties to this Agreement. Licensee will be responsible for any violation of this Agreement by any Affiliate determined as if such Affiliate was a party to this Agreement. “**Affiliate**” means any entity in which Licensee owns or controls, directly or indirectly, more than 50% of the ownership interest having the right to vote or appoint its directors or functional equivalents.
- 3. Restrictions.** The rights granted in Section 2 are subject to the following:
- 3.1. No Copying or Modification.** Licensee shall not modify the Software or create any derivative work from the Software. Other than for archival purposes, Licensee shall not copy the Software.
- 3.2. No Reverse Engineering.** Licensee shall not reverse engineer, decompile, disassemble, or otherwise seek to discover the source code of the Software.
- 3.3. No Circumvention.** Licensee shall not modify, disable, circumvent, avoid, bypass, remove, deactivate, impair or otherwise interfere with features of the Software that enforce license restrictions or limits.
- 3.4. No Transfer.** Licensee shall not redistribute, encumber, sell, rent, lease, sublicense, or use the Software in a timesharing, networking, or service bureau

arrangement, or otherwise transfer or attempt to transfer rights to the Software.

- 3.5. Intellectual Property Rights Notices.** Licensee will preserve any Intellectual Property Rights notices (including copyright notices) associated with the Software and will not modify or remove such notices.
 - 3.6. No Unauthorized Use.** The activation keys and user accounts (if any) related to the Software are intended solely for Licensee's use. Licensee is solely responsible for maintaining the confidentiality and security of its activation keys and user accounts. Licensee is solely responsible and liable for any and all use of its activation keys and user accounts and for activities that occur on or through its activation keys and user accounts. Licensee agrees to promptly notify Paper Software of any unauthorized access to, or use of, its activation keys and user accounts.
 - 3.7. Compatible Computer.** Licensee is responsible for ensuring that any computer on which the Software is used is a Compatible Computer.
- 4. Activation, Updates, Deactivation, and Expiration of Evaluation Period.** Licensee acknowledges and agrees to the following:
- 4.1. Activation.** The Software requires ongoing activation to be used. Activation requires an internet connection. Activation causes Licensee's computers to connect to the internet, without notice, when the Software launches and periodically thereafter. Once connected to the internet, the Software collects and transmits information to Paper Software. This information includes information about computers on which the Software is activated (including IP addresses), but does not include personally-identifying information or information about Licensee's documents. Paper Software may use this information to detect or prevent fraudulent or unauthorized use of the Software. Failure to activate the Software, periodically validate this activation, or a determination by Paper Software that fraudulent or unauthorized use of the Software is occurring may result in some or all features of the Software ceasing to function or the suspension or termination of Licensee's subscription.
 - 4.2. Deactivation.**
 - (a)** If Paper Software does not receive the Evaluation Fee or cannot validate the Software's activation as described in Section 4.1 above, then the Software may be deactivated without prior notice until Paper Software receives the Evaluation Fee or validates the Software's activation.
 - (b)** Licensee may deactivate and uninstall the Software from its computers in order to install and activate the Software on other of its computers in accordance with this Agreement. Deactivation requires an internet connection.
 - 4.3. Updates.** The Software may cause Licensee's computers, without notice, to connect to the internet intermittently or regularly to (a) check for Updates and (b) notify Paper Software of the results of attempts to install Updates.

Licensee acknowledges and agrees that prompt installation of Updates is essential to the performance of the Software. Licensee is responsible for downloading and installing all Updates.

4.4. Expiration of Evaluation Period. Upon the expiration or termination of the Evaluation Period, (a) the Software may cease to operate without prior notice and (b) Licensee may not use the Software unless Licensee purchases a subscription.

5. Evaluation Fee. Licensee shall pay to Paper Software the fees (if any) set forth in the Order Summary (the “**Evaluation Fee**”).

6. Support.

6.1. Support for the Software may be accessed via email or other contact information provided on the Paper Software website (if applicable). Unless Licensee subscribes to an enhanced support service as set forth in a separate agreement with Paper Software, Licensee is not entitled to receive additional support for the Software. For the avoidance of doubt, any technical information provided to Paper Software in connection with support services is Feedback, and thus may be used by Paper Software, including for product and service development. No support may be provided if Licensee has not installed all Updates or if Licensee is using the Software on a computer that is not a Compatible Computer.

6.2. For the avoidance of doubt, Licensee acknowledges that this Agreement does not include installation support, training, or any services other than those expressly set out in this Agreement.

6.3. In connection with support and other activities, Licensee may provide documents, software files, and other materials to Paper Software, and Licensee may designate such materials as confidential. Paper Software will maintain the confidentiality of such materials that Licensee designates as confidential with at least the same degree of care that Paper Software uses to protect its own Confidential Information, but not less than reasonable care.

7. Single Point of Contact.

7.1. Licensee will make available to Paper Software a person who will receive and coordinate all of Licensee’s communications related to this Agreement and the Software, including communications related to Updates, Fees, and support activities.

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8. Termination.

8.1. Either party may terminate this Agreement if the other party is in breach of any term of this Agreement (including, without limitation, breach of the repre-

sentations or warranties and failure to install Updates or use of the Software on a computer that is not a Compatible Computer).

- 8.2. This Agreement shall terminate automatically at the end of the Evaluation Period.
- 8.3. Upon termination of this Agreement, Licensee shall cease all use of the Software and destroy all copies, full or partial, of the Software.
- 8.4. The parties' respective rights and obligations under Section 2.4, 3, 9, 11, 12, 13, 14, and 15 will survive the termination of this Agreement.

9. Confidential Information.

- 9.1. Each party shall take all reasonable steps to protect Confidential Information from any use, reproduction, publication, disclosure, or distribution except as specifically authorized by this Agreement. Each party shall promptly notify the other party of any known unauthorized use or disclosure of Confidential Information and will reasonably cooperate with each party, at each party's expense, in any litigation brought by the other party against third parties to protect its proprietary rights.
- 9.2. "**Confidential Information**" means (i) with respect to Paper Software: source code and object code; and (ii) with respect to Paper Software and Licensee: trade secrets, know-how and any tools, knowledge and methods not generally known by or available to the public. Confidential Information of a disclosing party does not include information that the receiving party demonstrates: (a) is publicly available other than as result of the receiving party's breach of a confidentiality obligation to the disclosing party, (b) was known to the receiving party prior to its disclosure, or (c) was acquired by the receiving party from a third party that to the knowledge of the receiving party was not under a direct or indirect duty of confidentiality to the disclosing party with respect to such information.

10. Privacy and Security. In order to ensure the proper functioning and authorized use of the Software, to provide support, and to facilitate billing and payment of the Evaluation Fee, Licensee may provide and Paper Software may collect from Licensee personal information and other information that is protected by privacy laws. Paper Software will use such information in accordance with applicable law.

11. Limited Warranty. Paper Software warrants that the Software does not include any viruses, malware, Trojan horses or other malicious components. Except for this, to the maximum extent permitted by law, Licensee's use of the Software is at its sole risk and the Software is provided "as is" and "as available". Paper Software disclaims any and all other warranties with respect to the Software, whether express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, title, and non-infringement of third-party rights.

12. No Legal Advice. Paper Software is not a law firm, and neither Paper Software nor the Software provides legal advice. No attorney-client relationship is created by this

Agreement or by the provision or use of the Software. The Software is provided for assistance in drafting documents only, and is not a substitute for the advice of an attorney. If Licensee has questions about the appropriateness or enforceability of any contract or any part of a contract, Licensee should get the advice of an attorney. Licensee should not disregard any legal advice it may receive based upon its use of the Software.

13. Exclusion of Damages and Limitation of Liability.

13.1. To the maximum extent permitted by law, and except for Claims relating to unpaid Fees, Licensee's breach of Paper Software's Intellectual Property Rights in the Software, a party's breach of the confidentiality provisions herein and/or a party's gross negligence or willful misconduct, neither party nor any of its respective directors, officers, employees, and licensors (each, a "**Released Party**"), will have any liability to the other party for indirect, incidental, special, consequential or punitive damages (including, without limitation, any loss of use, lost profits, business or revenue, loss of goodwill or other economic advantage, or loss of privacy) arising out of or related to this Agreement, or the Software or Services, even if either party or a Released Party has been advised of, or knew or should have known of, the possibility of such damages. To the extent this exclusion of liability is unenforceable, despite the parties' express agreement to it as an essential element of this Agreement, each party's liability will be limited as provided in Section 13.2.

13.2. Without limiting the scope or effect of Section 13.1 above, and except for Claims relating to unpaid Fees, Licensee's breach of Paper Software's Intellectual Property Rights in the Software, Paper Software's payments to third parties pursuant to the indemnification under Section 14.2, a party's breach of the confidentiality provisions herein, a party's gross negligence or willful misconduct, personal injuries (including death) and/or tangible property damage, in no event will either party and the Released Parties' total liability with respect to all Claims arising out of or related to this Agreement, the Software or Services (including Claims of negligence and strict liability) exceed the Fees paid by Licensee to Paper Software during the 12-month period immediately preceding the event giving rise to the Claim (excluding applicable taxes). Licensee acknowledges that this amount may be \$0.

14. Indemnification.

14.1. Generally. Licensee agrees to indemnify, defend, and hold harmless Paper Software from any and all liabilities, losses, actions, damages, or Claims (including all reasonable expenses, costs, and attorneys' fees) arising out of or relating to Licensee's use of the Software not in accordance with this Agreement. Licensee's indemnity extends to any legal malpractice claims arising from Licensee's and Licensee's directors', employees', agents', affiliates', and contractors' use of the Software.

14.2. Third-Party Intellectual Property Claims.

(a) Paper Software agrees to indemnify, defend, and hold harmless Licensee and Licensee's directors, employees, agents, affiliates, and

contractors from any damages, suits, claims, judgments, and liabilities against Licensee to the extent that the underlying claim is based on an allegation by a third-party claimant that the Software licensed hereunder has actually infringed a valid United States or international patent, trademark or copyright. In order to be entitled to this indemnity, Licensee must: (i) promptly notify Paper Software of such action; (ii) give Paper Software full authority, information and assistance to the extent reasonably requested by Paper Software, at Paper Software's sole expense, to defend such claim; and (iii) give Paper Software sole control of the defense of such claim and all negotiations for the compromise or settlement thereof. Paper Software will not settle any such claim that imposes liability on Licensee without Licensee's prior written approval (which shall not be unreasonably withheld or delayed). No prior written approval is required for a settlement that imposes only monetary damages on only Paper Software.

- (b) Paper Software shall have no indemnity liability with respect to any Claim based upon: (i) Software that has been modified by anyone other than Paper Software, its agents, or Licensee with Paper Software's prior written authorization; (ii) use of other than the then-current release of the Software; (iii) use of the Software not in accordance with the Documentation; or (iv) use of the Software which breaches this Agreement.
- (c) If Paper Software determines that the Software is or is likely to be the subject of a claim of infringement, Paper Software shall have the right: (i) to replace Licensee's copy of the Software with non-infringing Software that has substantially equivalent functionality; (ii) to modify the Software so as to cause the Software to be free of infringement while preserving substantially equivalent functionality; (iii) to procure, at no additional cost to Licensee, the right to continue to use the Software; or (iv) if none of the foregoing is practicable in Paper Software's sole discretion, to terminate the license to use the Software, accept the return of the Software, and refund Licensee's Fees (prorated as applicable).

15. General.

15.1. Dispute Resolution.

- (a) **Binding Arbitration.** Except as set forth in this Section 15.1, any Claim that Licensee may have against Paper Software shall be resolved exclusively by final and binding arbitration. Any Claim that Paper Software may have arising out of Licensee's activities with respect to the Software shall similarly be resolved exclusively by final and binding arbitration (unless the Claim involves misappropriation or infringement of or by Paper Software's Intellectual Property Rights, in which case either party shall be entitled to proceed to litigation in a federal or state court, as applicable, and this Section 15.1(a) shall not apply).

- (b) **Rules and Procedures.** This binding arbitration shall be administered by the American Arbitration Association and conducted before a single arbitrator pursuant to the applicable Rules and Procedures established by the American Arbitration Association (available at <http://www.adr.org>). The arbitration shall be held at a location in the United States determined by the American Arbitration Association under the applicable Rules and Procedures, or at another location that Licensee and Paper Software select by mutual agreement.
- (c) **No Class Action Claims.** There shall be no authority for any Claims to be arbitrated on a class or representative basis. The arbitrator is authorized to decide only Licensee's and/or Paper Software's individual Claims, the arbitrator shall not consolidate or join the Claims of other persons or parties who may be similarly situated, and no class action Claims shall be permitted. If this class action waiver is ruled unenforceable as to some or all elements of a dispute, then those elements shall be severed and proceed in a court of law, and the remaining elements shall proceed in arbitration.
- (d) **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of law principles.
- (e) **Injunctive Relief.** Licensee recognizes that Paper Software may be irreparably harmed in the event of its breach or threatened breach of Section 2.4 of this Agreement, and that, notwithstanding anything contained herein to the contrary, Paper Software may commence an action in any court of competent jurisdiction to obtain equitable relief (without having to post bond or other security) to prevent such breach or threatened breach at any time prior to the commencement of an arbitration proceeding and, if an arbitration proceeding has been commenced, at any time until an arbitration award is rendered in such arbitration proceeding or the Claim is otherwise resolved. If Paper Software prevails in such an action, Licensee shall reimburse Paper Software for all fees, costs and expenses including, without limitation, attorneys' fees, costs and expenses incurred by Paper Software in taking such court action to obtain equitable relief. Paper Software shall not be deemed to have waived its right to arbitrate any Claim by reason of seeking such equitable relief.

15.2. Waiver; Remedies. No delay or omission by any party hereto to exercise any right or power occurring upon any non-compliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver of non-performance by a party shall not be construed to be a waiver of any subsequent non-performance. Remedies under this Agreement are cumulative and in addition to and not in lieu of other remedies available to a party, either at law, in equity, or otherwise.

- 15.3. Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign or transfer its rights or obligations under this Agreement without prior written consent by the other party, which may not be unreasonably withheld, and any purported assignment or transfer without the other party's prior written consent shall be null and void. No prior written consent is necessary for an assignment to a successor in interest.
- 15.4. Export Control.** Licensee shall comply with export control laws and regulations and obtain any required licenses to export, re-export or import the Software. Unless authorized by the U.S. government, Licensee will not directly or indirectly export or re-export the Software to any embargoed or restricted country identified in U.S. export laws, including but not limited to the Export Administration Regulations (15 C.F.R. Parts 730–744).
- 15.5. Severability.** Whenever possible, each provision of this Agreement shall be interpreted so as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, then such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- 15.6. Amendment.** This Agreement may be amended only by a document in writing signed by both parties.
- 15.7. Entire Agreement.** This Agreement and any Order Summaries incorporated herein constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement.

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