

Subscription Service Agreement

Last Updated: July 1, 2020

This Subscription Service Agreement is entered into as of the Effective Date by and between Drafted, Inc. (“Drafted”, “we”, “us” or “our”) and you (“you” or “your”). This Agreement sets forth the terms and conditions that govern your access and use of our Subscription Service.

If you are entering into this Agreement on behalf of your company, you represent to us that you have the authority to bind your company to the terms and conditions set forth herein, in which case the terms “you” and “your” will also refer to your company. If you do not have such authority, or if you do not agree with these terms and conditions, you must **not** accept this Agreement and may not use our Subscription Service.

- 1. Definitions.** Unless as otherwise defined herein, capitalized terms used in this Agreement have the meanings set forth below:

“Add-On Service” means services that may be provided to you by Drafted in addition to the Subscription Service during the Term.

“Agreement” means this Subscription Service Agreement and all Order Forms, if any.

“Content” means the audio and visual information, documents, software, products and services made available to you by Drafted in the course of using the Subscription Service.

“Effective Date” means effective date listed on the applicable Order Form.

“Intellectual Property Rights” means any unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof and forms of protection of a similar nature anywhere in the world.

“Order Form” means any Drafted-approved form, whether submitted online or by writing, evidencing your subscription for the Subscription Service and specifying, among other things, the type of subscription, the Subscription Fee and the billing frequency. Each Order Form is hereby incorporated into and will be treated as a part of this Agreement.

“Privacy Policy” means the privacy policy that applies to your access and use of the Subscription Service, available at <https://drafted.us/privacy>, as may be amended and/or restated from time to time.

“Subscriber Data” means any data, information or material provided or submitted by you to Drafted in the course of using the Subscription Service.

“Subscription Fee” means the amount you pay for the Subscription Service each billing period, as specified on the applicable Order Form.

“Subscription Service” means the services made available to you by Drafted on our web-based applications, tools and platforms that you subscribe to via an Order Form.

“Term” means the Initial Term and the Renewal Term(s), if any.

“Terms of Use” means the terms and conditions that apply to your access and use of the Subscription Service, available at <https://drafted.us/legal>, as may be amended and/or restated from time to time.

2. **Subscription Service.**

- a. Access and Use.** We hereby grant to you a limited, non-exclusive, non-transferable right to access and use the Subscription Service, subject to the terms and conditions of this Agreement and the applicable Order Form. We reserve all rights not expressly granted to you.

You will not (i) license, grant, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Subscription Service or the Content; (ii) modify or make derivative works based upon the Subscription Service or the Content; (iii) create Internet “links” to the Subscription Service or “frame” or “mirror” any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Subscription Service in order to (x) build a competitive product or service, (y) copy any ideas, features, functions or graphics of the Subscription Service or (z) build a product using similar ideas, features, functions or graphics of the Subscription Service.

- b. Modifications.** We may modify the Subscription Service from time to time, including by adding or deleting features and functions, in an effort to improve your experience. We will not make any changes to the Subscription Service that materially reduce the functionality of the Subscription Service during the Term.
- c. Support.** We will provide support and use commercially reasonable efforts to ensure that the Subscription Service performs as advertised.
- d. Free Trial.** We may make the Subscription Service available to you on a trial basis free of charge (the “Free Trial”) until the earlier of (i) the date on which the Free Trial is terminated or (ii) the start date of your paid subscription of the Subscription Service. We may suspend, limit or terminate the Free Trial for any reason at any time without notice. Any Subscriber Data submitted to Drafted during the Free Trial may be permanently deleted at the end of the Free Trial, unless you purchase a paid Subscription Service before the end of the Free Trial.

- e. **Add-On Service.** You may purchase the Add-On Service during the Term by entering into a written instrument signed by you and Drafted, which will set forth the additional services to be provided, the applicable fees and other terms and conditions. For purposes of clarity, the Add-On Service may not be ordered under this Agreement and the fees for such Add-On Service are in addition to the Subscription Fee.

3. Fees and Payment.

- a. **Subscription Fee.** You will pay the Subscription Fee in accordance with the billing terms set forth in the applicable Order Form, commencing on the Effective Date. We will automatically bill your credit card or alternative payment method on the first day of each billing period for payment of the Subscription Fee. Unless otherwise provided herein, all payment obligations are non-cancelable and all amounts paid are non-refundable.
- b. **Billing.** You agree to provide us with complete and accurate billing and account information, including your name, e-mail address and telephone number, along with your company's legal company name and street address. You agree to update this information within 30 days of any change to it, either via the Drafted website or by contacting billing@drafted.us.
- c. **Payment by Credit Card.** If you choose to pay by credit card, you must provide us with valid credit card information to subscribe for the Subscription Service. You authorize us to charge your credit card for the Subscription Fee payable during the Term. You further authorize us to use Stripe as a third party to process payments and consent to the disclosure of your payment information to such third party.
- d. **Changes to Fees.** We may change the Subscription Fee or the billing periods for payment of the Subscription Fee at any time in our sole discretion and upon providing you with reasonable prior written notice of such change. Such change will become effective at the end of the current Initial Term or Renewal Term, as applicable. You may cancel the Subscription Service and terminate this Agreement before such change becomes effective.
- e. **Taxes.** The Subscription Fee is exclusive of all taxes, levies or duties imposed by taxing authorities, and you will be responsible for payment of all such taxes, levies or duties, excluding only federal or state taxes based solely on Drafted's income.

4. Term and Termination.

- a. **Initial Term.** Unless otherwise terminated earlier pursuant to this Agreement, the initial term of the Subscription Service will begin on the Effective Date and expire

at the end of the period (e.g., month, quarter, year) listed on the applicable Order Form or online checkout process (the “Initial Term”).

- b. Renewal Term.** Unless otherwise terminated earlier pursuant to this Agreement, this Agreement will automatically renew for successive periods equal to the number of days of the Initial Term (each, a “Renewal Term”).
 - c. Termination.** Either party may terminate this Agreement at any time upon written notice for any reason. If this Agreement is terminated prior to the end of the Initial Term or a Renewal Term, you will be responsible for all payments due through the end of the billing period then in effect.
 - d. Remedies Not Limiting.** The remedies provided in this Section are in no way limiting of one another or of any other rights and remedies granted to Drafted under this Agreement. Drafted may choose to, but is not required to, place your account on suspension in lieu of termination where termination is permitted under the terms of this Agreement or take other appropriate action.
- 5. Subscriber Data.** You, not Drafted, will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property ownership or right to use of all Subscriber Data, and we will not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Subscriber Data.

6. Intellectual Property Ownership.

We exclusively own all right, title and interest, including all related Intellectual Property Rights, in and to the Subscription Service, the Content and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Subscription Service.

All Intellectual Property Rights associated with the Subscription Service are the property of Drafted, and no right or license is granted to use them. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Subscription Service, the Content or the Intellectual Property Rights owned by us.

7. Disclaimer of Warranties.

WE MAKE NO REPRESENTATION, WARRANTY OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SUBSCRIPTION SERVICE OR ANY CONTENT. WE DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SUBSCRIPTION SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SUBSCRIPTION SERVICE, OR THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SUBSCRIPTION

SERVICE, WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY CONTENT WILL BE ACCURATE OR RELIABLE, (D) ERRORS OR DEFECTS WILL BE CORRECTED OR (E) THE SUBSCRIPTION SERVICE OR THE SERVER(S) THAT MAKE THE SUBSCRIPTION SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SUBSCRIPTION SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED BY US TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. Limitation of Liability.

IN NO EVENT WILL OUR AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY YOU IN THE BILLING PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO ANY SUCH LIABILITY. IN NO EVENT WILL WE BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE SUBSCRIPTION SERVICE, INCLUDING, WITHOUT LIMITATION, THE USE OR INABILITY TO USE OR ACCESS THE SUBSCRIPTION SERVICE OR THE CONTENT AND ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Indemnification.

You will indemnify and hold us and our subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, causes of action, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) an allegation that use of the Subscriber Data infringes the rights of, or has caused harm to, a third party; or (ii) breach of this Agreement by you; provided, that, in any such case, we (a) give written notice of the claim promptly to you; (b) give you sole control of the defense and settlement of the claim (except you may not settle any claim without our consent, unless you unconditionally release us of all liability and such settlement does not affect our business or the Subscription Service); (c) provide to you all available information and assistance; and (d) have not compromised or settled such claim.

We will indemnify and hold you and your subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, causes of action, costs, damages, losses, liabilities and expenses (including attorneys' fees and

costs) arising out of or in connection with: (i) an allegation that use of the Subscriber Data directly infringes a copyright, a U.S. patent issued as of the Effective Date or a trademark of a third party; or (ii) breach of this Agreement by us; provided, that, in any such case, you (a) give written notice of the claim promptly to us; (b) give us sole control of the defense and settlement of the claim (except we may not settle any claim without your consent, unless we unconditionally release you of all liability); (c) provide to us all available information and assistance; and (d) have not compromised or settled such claim.

10. Miscellaneous.

a. Amendment; No Waiver.

We may amend the terms and conditions of this Agreement at any time, effective upon posting an updated version of this Agreement on the Drafted website. You are responsible for regularly reviewing this Agreement and we encourage you to continually check the Drafted website for any changes. Your continued use of the Subscription Service after any such change shall constitute your consent to such change.

Our failure to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.

b. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the Commonwealth of Massachusetts, excluding its conflicts of law rules.

c. Relationship of Parties. No joint venture, partnership, employment or agency relationship exists between us and you as a result of this Agreement or your access and use of the Subscription Service.

d. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

e. Entire Agreement. This Agreement (including all Order Forms, if any), along with the Terms of Use and the Privacy Policy, comprise the entire agreement between you and us and supersedes all other proposals and agreements, whether written or oral, between you and us regarding the subject matter contained herein.

f. Assignment. You shall not assign this Agreement, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of your assets, change of control or operation of law, without our prior written consent,

which shall not be unreasonably withheld. We may assign this Agreement to any affiliate or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.

- g. Notice.** We may give notice to you by general notice on the Drafted website or electronic mail to your e-mail address on record. Such notice will be deemed to have been given upon the expiration of 12 hours after sending it by electronic mail. You may give notice to us (such notice deemed given when received by us) by electronic mail to <mailto:contact@drafted.us>.

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July 1, 2020