

Fill in this information to identify the case:

Debtor Multi-Color Corporation

United States Bankruptcy Court for the: \_\_\_\_\_ District of New Jersey  
(State)

Case number 26-10910

Official Form 410  
Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor? ContractPod Technologies Inc.  
Name of the current creditor (the person or entity to be paid for this claim)  
Other names the creditor used with the debtor ContractPodAi, Leah

2. Has this claim been acquired from someone else?  No  
 Yes. From whom? \_\_\_\_\_

3. Where should notices and payments to the creditor be sent?  
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)  
**Where should notices to the creditor be sent?** ContractPod Technologies Inc.  
66 Hudson Blvd. E.  
24th Floor  
New York, NY 10001, USA  
**Where should payments to the creditor be sent? (if different)**  
Contact phone +1-917-426-3941 Contact phone \_\_\_\_\_  
Contact email legal@leahai.com Contact email \_\_\_\_\_  
Uniform claim identifier (if you use one):  
\_\_\_\_\_

4. Does this claim amend one already filed?  No  
 Yes. Claim number on court claims registry (if known) \_\_\_\_\_ Filed on \_\_\_\_\_  
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?  No  
 Yes. Who made the earlier filing? \_\_\_\_\_



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_ \_

7. How much is the claim? \$ 217,625.00. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
Services performed - License Fees - Contracts

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature or property:**  
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check all that apply:

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Up to \$3,800\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

Wages, salaries, or commissions (up to \$17,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

Amount entitled to priority

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 02/06/2026  
MM / DD / YYYY

/s/Gerald Samuel Levine, Esq.  
Signature

Print the name of the person who is completing and signing this claim:

Name Gerald Samuel Levine, Esq.  
First name Middle name Last name

Title General Counsel - admitted in NY, NJ, and PA

Company ContractPod Technologies Inc.  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 967-1788 | International (310) 751-2688

<b>Debtor:</b> 26-10910 - Multi-Color Corporation <b>District:</b> District of New Jersey, Trenton Division		
<b>Creditor:</b> ContractPod Technologies Inc. 66 Hudson Blvd. E. 24th Floor New York, NY, 10001 USA <b>Phone:</b> +1-917-426-3941 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> legal@leahai.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Creditor	
<b>Other Names Used with Debtor:</b> ContractPodAi, Leah	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Services performed - License Fees - Contracts	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 217,625.00	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b> <b>Annual Interest Rate:</b> <b>Arrearage Amount:</b> <b>Basis for Perfection:</b> <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Gerald Samuel Levine, Esq. on 06-Feb-2026 3:42:01 a.m. Pacific Time <b>Title:</b> General Counsel - admitted in NY, NJ, and PA <b>Company:</b> ContractPod Technologies Inc.		

# STATEMENT OF WORK

This Statement of Work (“SOW”) is for the purchase and provision of Services and Deliverables under the Agreement referenced below. Capitalized terms not defined in this SOW have the meanings given in the Agreement.

<b>Agreement:</b>	Statement of Work between ContractPod Technologies Inc. (“Provider”) and Multi-Color Corporation (“Customer”) dated 01 July 2025
<b>Provider Address:</b>	66 Hudson Blvd E 23rd Floor, New York, NY 10001, United States
<b>Customer Address:</b>	6111 N River Road, Fl 8, Rosemont, IL 60018 United States of America
<b>SOW #:</b>	906571
<b>SOW Effective Date:</b>	01 July 2025
<b>SOW Term:</b>	Maximum six (6) months unless modified by mutual agreement.
<b>Delivery Package:</b>	Phase 1 + 2 CLM Deployment
<b>Delivery &amp; Implementation Fee:</b>	Per Order Form

## Background

This SOW outlines the scope of work, deliverables, and timeline for the provision Professional Services related to the deployment of the Contract Lifecycle Management (CLM) platform for Customer. The purpose of this engagement is to streamline and optimise the Customer’s contract management processes, enhance efficiency, and mitigate risks associated with contract administration.

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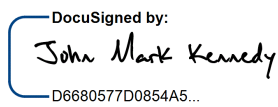

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Signatures	
Agreed to as of the Effective Date by each party's authorized representative:	
<p><b>Customer:</b>  <b>Multi-Color Corporation</b>                      Signature:    <small>DocuSigned by: D6680577D0854A5...</small></p> <p>Name and Title:                      John Mark Kennedy, Global VP IT Security, Risk and Compliance</p> <p>Company:                      Multi-Color Corporation</p> <p>Notice Address (choose one or both):  <input type="checkbox"/> Email: [REDACTED]  <input type="checkbox"/> Postal mail:                      6111 N River Road, Fl 8, Rosemont, IL 60018 United States of America</p> <p>Date:                      05-Sep-25</p>	<p><b>Provider:</b>  <b>ContractPod Technologies Inc.</b>                      Signature:    <small>DocuSigned by: 7F0E03C2254642F...</small></p> <p>Name and Title:                      Sarvarth Misra CEO</p> <p>Company:                      ContractPod Technologies Limited</p> <p>Notice Address (choose one or both):  <input type="checkbox"/> Email:  <input type="checkbox"/> Postal mail:                      66 Hudson Blvd E 23rd Floor, New York, NY 10001, United States</p> <p>Date:                      05-Sep-25</p>

## Objectives

The primary objectives of the Contract Lifecycle Management (CLM) professional services are:

- Provide an overarching solution design for the CLM solution, leveraging standard configurations and best practices as the foundation
- Configure the CLM solution to meet the agreed solution design, using standard configurations as the baseline
- Develop and implement standardised contract templates, workflows, and approval processes
- Deliver a centralised contract repository capable of storing and managing contract requests, executed agreements, and supporting documents.
- Provide contract search, reporting and analytics capabilities
- Migrate legacy contracts into the CLM solution
- Integrate the CLM solution with other applications where applicable
- Testing and Quality Assurance to ensure the CLM solution meets functional / non-functional needs
- Deliver end-user training on how to effectively use the CLM solution

## Definitions

- **Approvals:** Automatic or manual approvals can be set up within the system whereby a contract will be 'on hold' until approved by the assigned approver(s). These approvals can be triggered by pre-defined conditions (automatic approvals), or these can be triggered on an ad hoc basis (manual approvals). The automatic approval workflow can also consist of multiple levels; these can be triggered at different stages of the contract lifecycle and configured differently for each Contract Type. If needed, conditional logic will dictate which approval rules are triggered and when.
- **Ask Leah Chat:** Users will have access to Ask Leah conversational chat to ask questions about the document.
- **Contract Type:** a grouping of common contracts (i.e., Non-Disclosure Agreements, Master Services Agreements) that have a common Workflow. In the system, Contract Type is referred to as Application Type.
- **Intake Form Fields:** The data points for users to capture data on the contract record. Custom form fields can be created to expand the standard fields in the system. These data fields can then be further used for reporting and search.
- **Key Legal Obligations (KLOs or Key Terms):** These are clauses and key information extracted using Leah's Generative AI, such as Governing Law, Payment Terms, Indemnification and more. Leah analyses and extracts every line in the document, fully and dynamically categorizing them as Key Terms and Legal Obligations, viewable and searchable from the Request Details.
- **Leah®:** A cutting-edge Generative AI legal solution designed specifically to empower law firms and legal teams to enhance their workflows with unprecedented productivity gains. Leah offers a generative AI tool that can be tailored and matched to the needs of legal use cases. It leverages the most advanced, best-in-class Large Language Models (LLMs) and legal-specific LLMs, combined with deep engineering techniques and robust architecture to revolutionize the way legal documents are reviewed, analyzed, summarized, created, and interconnected.
- **Leah Extract:** A feature within the Leah legal assistant. Extract will classify the contract document when selecting 'Run AI' – extracting all key terms and clauses.

- **Leah One-Drop:** A feature within Leah legal assistant. Users can quickly and easily upload documents and create requests through Leah One-Drop. Leah extracts the primary metadata required for system to initiate creating a request, Party Details and Contract Type, from the document, categorise it, and create a request.
- **Leah Redline and Risk Report:** A feature within the Leah legal assistant. Leah analyses a contract document within the parameters of a Redline Model comprising Redline Topics addressing negotiation strategies. The Redline Topics advised Leah on how to apply negotiation strategies to redline the document. Leah then produces a series of negotiation redline recommendations based on the analysis of the original contract language and strategies specified in the applicable model. Leah uses the legal strategy per topic to also provide a comprehensive risk report.
- **Redline Models:** Each Redline Model will analyse legal topics and apply rules formed from negotiation strategies to generate redline recommendations for specific provisions in the contract documents under review. These recommendations are based on identified legal risks, industry best practices, and strategic objectives. Recommendations can be further refined through Prompt Engineering configuration to align with specific organizational or project-based requirements.
- **Precedent Redlining:** In the case of executed contracts with the same party, users have the option to proceed with redlining the contract based on comparison with the latest executed contract with the same party to create efficiency and avoid re-inventing the wheel.
- **Roles and Permissions:** This area allows customers to define the departments and user roles that make up the various user segments within the system. Each Role has unique access permissions associated. Users will receive a Role assignment based on the type of access they should have in the system.
- **Templates:** A template is required when generating a contract document draft for a particular contract type. Such templates need to be marked up to specify what data fields to capture in the template and identify the clauses that may be conditional based on certain criteria. Templates will be supplied in MS Word format and will then be configured in the platform for easy access and contract document generation. It is often the case that multiple templates can be consolidated into one as part of the automation process. For example, if there are two very similar documents today (structurally the same but with some variability), these can typically become one template in Provider. However, if the documents are structurally very different (or are in different languages, for example), they will each need to be their own template in Provider. The number of templates in scope will be the total number of automated templates (which may be less than the total number of Word templates used today).
- **Topics:** A written concept for Leah that is comprised of one or more instructions or rules with respect to a particular subject. Within a Topic, Leah is provided with guidance and instructions regarding how to address the subject based on Customer's legal strategy. For example, "governing law and jurisdiction" would be a Topic whereas "New York law is preferred" might be part of the concept provided to Leah.
- **Workflows:** The process lifecycle flow that contracts will follow from inception to activation and thereafter. This includes the initial intake form (and corresponding fields), the template(s), the contract statuses (i.e., Draft, Interview Review), the actions available to users at each stage in the process and the e-signature process.

## Scope of Services

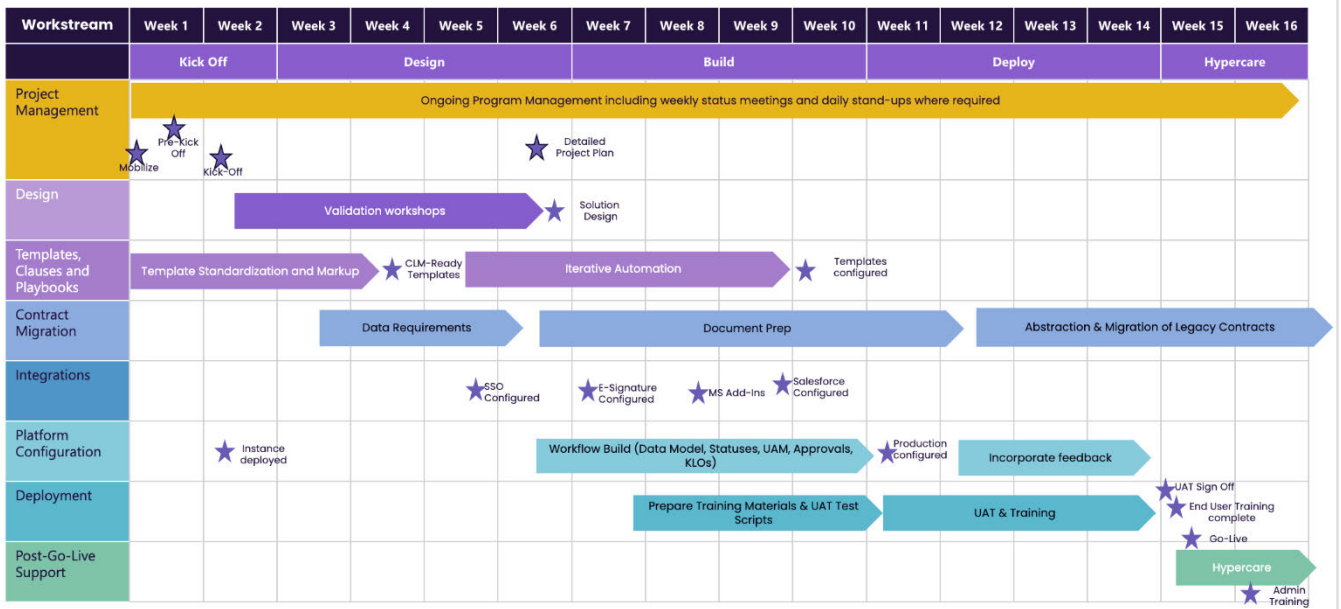
The below lists all items that will constitute the implementation scope for this SOW. Any requirements not listed below will be considered out of scope for this implementation:

<b>Delivery Package includes:</b>		
	<b>Phase 1</b>	<b>Phase 2</b>
<b>Contract Types</b>	Up to 6 contract types – 1 NDA for pre-signature workflows and 5 additional contract types for filing and execution workflows only	Up to 3 additional contract types
<b>Workflows</b>	Up to 2 unique workflows (1 NDA workflow and one filing and execution workflow)	Up to 3 additional workflows / modifications to existing workflows
<b>Roles</b>	Up to 4 persona (role) types	
<b>Templates</b>	Up to 2 NDA contract templates	Up to 4 additional contract templates
<b>Template Conditions</b>	Up to 10 conditions per template	
<b>Custom Fields</b>	Up to 20 custom manual-input intake form fields across all Contract Types	Up to 20 additional custom manual-input intake form fields
<b>User Interface Language</b>	English	
<b>End User Training</b>	Up to 8 hours	N/A
<b>Change Management Advisory &amp; Assistance</b>	Up to 8 hours	
<b>Environments</b>	2 – Staging and Production environments	
<b>Legacy Contract Migration</b>	Up to 5,000 contract documents	
<b>Custom Reports</b>	N/A	Up to 3 custom reports
<b>Leah Extract</b>	N/A	Up to 10 custom extraction prompts (mapped to 10 of the custom intake form fields)
<b>Leah Executive Summary</b>	N/A	Up to 2 configurable Executive Summary prompts
<b>Leah Redline</b>	N/A	Rule-Based Redline Recommendations and Risk Report

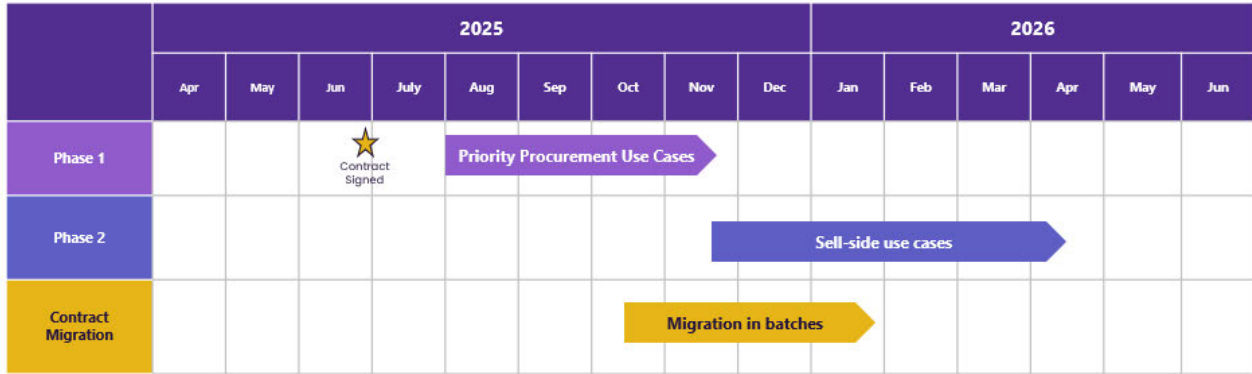
		<p>Redline Models: Up to 3 configurable Redline frameworks</p> <p>Redline Topics (prompt engineering): Up to 20 configurable Redline Topics per Model</p> <p>Prompt Engineering capped at 40 hours</p>
<b>Ask Leah</b>	N/A	Enabled (out of the box)

## Timeline

The indicative timeline for Phase 1 is outlined below –



The indicative timeline for Phases 1 and 2 combined is outlined below –



Note that indicative timelines have been provided on the basis of Provider leveraging a third-party implementation partner to deliver the services on their behalf. Timelines will be significantly longer if leveraging internal Provider team only.

### Travel Costs

If a resource is required to travel at the request of the Customer, all such expenses are to be borne by the Customer in accordance with the terms of the Agreement.

### Available Integrations

The table below lists the standard available integrations available within the Scope of Services:

Integration	Type	Description	In Scope?	Hours
SSO	Standard Connector	sets up standard SAML based authentication	Included – Phase 1	Up to 8
MS Outlook	Self-service	Available in the Microsoft Add-In Store	Included – Phase 1	N/A
MS Word	Self-service	Available in the Microsoft Add-In Store	Included – Phase 1	N/A
DocuSign	Standard Connector	configure standard integration	Included – Phase 1	Up to 2
Salesforce	Self-service – Managed Package	Available Add-on for Salesforce	Included – Phase 2	Up to 8

The following applies to the integrations available:

- **Standard connector:** will implement / configure the standard connectors as noted in the table above
- **Self-service:** these are standard connectors that the Customer can enable themselves through the Microsoft / Google app stores

- **API:** will provide API details to the Customer. Customer IT teams will utilize this API to integrate with to pull data into the Customer's external systems as noted in the table above.
- In-scope support hours for the Customer's integrations are also noted in the table above.

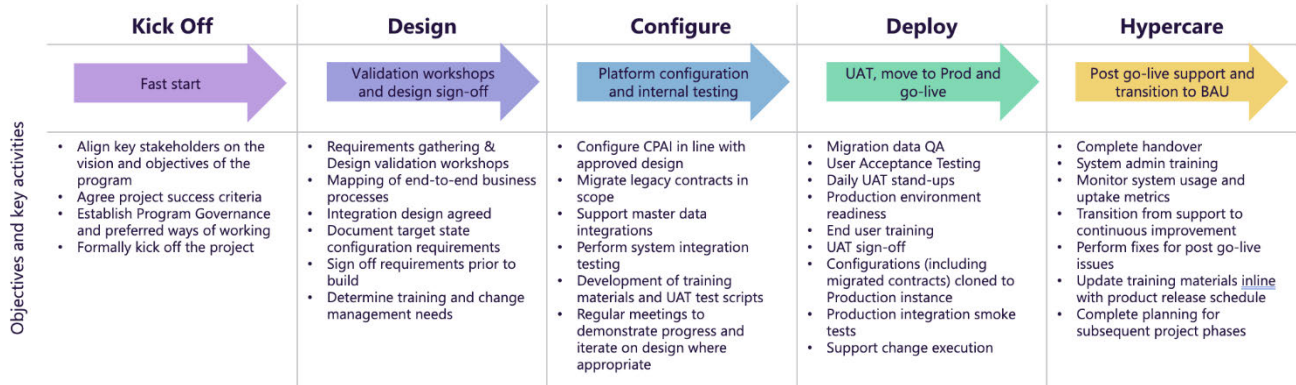
## Appendices

This SOW incorporates the following appendices:

- Appendix 1 – Implementation Approach
- Appendix 2 – Project Governance
- Appendix 3 – Change Order and Control Process
- Appendix 4 – Implementation Team Composition and RACI Matrix
- Appendix 5 – Assumptions

# APPENDIX 1 - Implementation Approach

The implementation methodology is made up of five stages:



An indicative timeline for an out-of-the-box implementation is included in the section above. This does **not** include specific integrations or requirements outside of the 'Professional' package defined in the Scope of Services. The detailed configurations for any custom integration projects will be thoroughly designed with the Customer during the Design phase of the implementation and set out in a separate Integration Design Document (where required). Any resulting changes to the plan and timeline will be confirmed with the Customer at the end of Design Phase.

## Stage 1 – Kick-off

initiate the project by aligning key stakeholders on the vision and objectives for the CLM project. agree the project governance model with the Customer and preferred ways of working (i.e., communication channels and project plan format). The team hosts a kick-off meeting which includes reviewing the agreed scope as outlined in this SOW and a high-level demonstration of the CLM platform. Also, share supplementary onboarding materials designed to 'fast start' the CLM journey and accelerate the process of becoming familiar with the platform.

Workshop	Duration	Participants	Customer Participants
Pre-Kick-off Call <ul style="list-style-type: none"> <li>Introduces the Project Manager to the Customer point of contact(s) to discuss the first two weeks of implementation, agree the governance framework, meeting cadence, and to ensure the correct Customer personnel are invited to the correct calls.</li> </ul>	60 mins	Project Manager	Customer Point of Contact(s)
Kick-off Call <ul style="list-style-type: none"> <li>This call is to introduce the full Implementation team to the Customer and to explain the different roles of the team members. It is also a chance to meet with the wider team.</li> </ul>	60-90 mins	Full team	Full Customer team

<ul style="list-style-type: none"> <li>• encourage and expect the Customer Sponsor to attend this call and introduce / remind the team of the project goals / why was selected to deliver this transformation.</li> <li>• The high-level implementation plan will be reviewed, and the different stages of implementation will be explained.</li> <li>• The teams will re-review the SOW scope and agree next steps.</li> <li>• will do a deep-dive demo into specific sections of the platform to explain what is required from the Customer team in the next 3-6 weeks.</li> <li>• This call is led by the Project Manager but its contents will be produced in collaboration with the Customer and validated as part of the pre kick off.</li> </ul>			
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<b>Documentary Deliverables</b>	<b>Detail</b>
Onboarding Starter Kit	Supporting documents designed to introduce the Customer to the key concepts within Provider. The Customer will familiarize themselves with terminology, configuration requirements and readiness activities (such as preparing contract templates for automation and gathering contracts for migration).
High Level Plan	An updated version of the plan found in timeline section of the SOW.
Project Kick Off	A copy of the presentation delivered during the kick off. This will include resourcing, roles and responsibilities, scope clarification, governance overview / ways of working, the high-level plan and actionable next steps.
Weekly Status Report	will provide a progress update on a weekly basis.

## Stage 2 - Design

The Design phase typically lasts up to four weeks and is critical to the success of the implementation. intend to validate the out-of-the-box solution against the Customers requirements. will be prescriptive and ensure implementation best practices are followed along with guiding design principles. will be experienced and trusted advisors – providing the Customer with a view of what 'good' looks like from the get-go as this leads to the most successful outcomes. will require Customer inputs in order to better understand existing systems, processes, and expectations of the new CLM system, but the intent is to try and leverage at least 80% of what comes out-of-the-box. Working this way ultimately de-risks the project and accelerates time to value. For reference, the guiding design principles are –

- *Leverage out-of-the-box configurations wherever possible.*
- *Start with a "simple" use case and ensure there is a solid foundation on which to build more complex scenarios.*
- *Deploy for a single capability / business function first before undertaking wider implementation.*

- *Deliver value as soon as possible.*
- *Prioritize minimum integration touchpoints.*
- *Ensure business change is of a manageable size so always follow a phased / incremental approach.*

<b>Workshop</b>	<b>Duration</b>	<b>Participants</b>	<b>Customer Participants</b>
<p>Validation Workshop 1 – Data Model &amp; Templates</p> <ul style="list-style-type: none"> <li>• This includes the initial Intake Form process and corresponding data model. Discuss the template setup, how to markup the templates and details around the data within the template.</li> </ul>	2 hours or more	Project Manager + Solution Architect + Configuration Specialist	Project Manager + Required personnel
<p>Validation Workshop 2 – Workflows</p> <ul style="list-style-type: none"> <li>• This is to discuss the end-to-end process and contracting workflows. This includes state transitions of the workflow, any review and approval requirements along with negotiation, e-Signature and storage functionality. Whilst it is recommended that all Contract Types leverage a similar / consistent workflow, acknowledge that there will occasionally be a need to build out different workflows for different Contract Types. As such, it may be that this session is repeated per Contract Type.</li> </ul>	2 hours or more	Project Manager + Solution Architect + Configuration Specialist	Project Manager + Required personnel
<p>Validation Workshop 3 – User Permissions and Groups</p> <ul style="list-style-type: none"> <li>• This is to align on role differences and recommendations for best practice for your user management. Discuss Roles, Departments, User Groups and related permissions to grant accurate access to data and functionalities.</li> </ul>	1 hour or more	Project Manager + Solution Architect + Configuration Specialist	Project Manager + Required personnel
<p>Validation Workshop 4 – Reporting and Notifications</p> <ul style="list-style-type: none"> <li>• This includes review of your current reporting requirements &amp; discussion on the key reporting metrics and insights. Review OOB notifications and reminders to ensure they are relevant, concise and descriptive.</li> </ul>	1 hour or more	Project Manager + Solution Architect + Configuration Specialist	Project Manager + Required personnel
<p>Validation Workshop 5 – Leah CLM (if in scope)</p> <ul style="list-style-type: none"> <li>• Overview of Leah CLM and functionality, configuration discussions around prompts including prompt engineering best practice (if applicable)</li> </ul>	1 hour or more	Project Manager + Solution Architect + Configuration Specialist	Project Manager + Required personnel
<p>Validation Workshop 6 – Migration (if in scope)</p> <ul style="list-style-type: none"> <li>• This is to discuss the legacy data migration into the new system, understanding the mapping and details around existing data and its storage</li> </ul>	1 hour or more	Project Manager + Solution Architect + Configuration Specialist	Project Manager + Required personnel

Validation Workshop 7 – Integrations (if in scope) <ul style="list-style-type: none"> <li>This workshop is to discuss all of the applicable integration components including SSO, MS Add-ins and e-Signature</li> </ul>	2 hours or more	Project Manager + Solution Architect + Integration Lead	Project Manager + Integration Specialist
Up to 2 additional workshops if required <ul style="list-style-type: none"> <li>Should there be a need to follow-up or close out open topics, can provide up to 2 additional Design workshops if required</li> </ul>	2 hours each	TBC	TBC

Documentary Deliverables	Detail
Solution Design Document	A configuration specification detailing how the platform will be configured based on the discussions and decisions made during the Validation workshops. will require sign off on this specification before proceeding with the configuration (Stage 3).
Integration Design Document (if applicable)	A document detailing any technical integration aspects beyond Single-Sign-On, e-Signature and our out-of-the-box MS365 add-ins for Outlook and Word.
Detailed Project Plan	A detailed Project Plan in either Excel or MS Project format which is produced during the Design phase and finalized once all validation workshops have been completed. will require sign off on the detailed project plan before proceeding with the configuration (Stage 3).

Closure of the Design Phase is dependent on the following:

- receiving all the required information from the Customer in order to be able to proceed.
- Customer Sign-off on the Solution Design Document, Integration Design Document (if applicable) and Detailed Project Plan.

**\*\* If the Solution Design Document is not signed off in 5 working days or no intimation provided as to when it will be confirmed, the configuration requirements will be considered completed and approved.**

**\*\* Any requirements received post the design sign off will be considered out of scope for this implementation. will need to evaluate the request and determine if the scale of the change is sufficient to warrant a separate change order which would be costed separately.**

### Stage 3 – Configure

build out the CLM system configuration based on the decisions made during the Design phase. The Configuration Stage is divided into 2 build sprints. will conduct Sprint Demos at the end of each Sprint to give the Customer an overview of the system configured thus far. This will also be an opportunity to gather early feedback. The generic key activities concluded in this stage are listed below:

1. Account setup	6. Single-Sign-On, e-Signature and MS Add-in deployment
2. CLM Metadata / Field Configurations	7. Legacy Contract Migration (if applicable)
3. CLM Workflow Process Configurations	8. Leah CLM Modules (if applicable)
4. Template Configurations	9. Integration setup with third party systems (if applicable)
5. Key Legal Obligation Configurations	10. System testing

Documentary Deliverables	Detail
Change Log	A tracker capturing any changes requested post initial Solution Design Document sign off.
UAT Exit Criteria	Formal agreement on the necessary capabilities and criteria to close UAT.
System Deliverables	Detail
Configured instance	The CLM platform will be configured in line with the signed off Solution Design Document.

## Stage 4 – Deploy

In this stage the system is ready for Customer testing, By this time, have configured the system to meet Customer requirements and have completed internal System Quality Assurance Testing. The key activities undertaken at this stage are:

- provide the Customer with tailored test scripts as per the signed off Solution Design.
- will conduct a UAT Demo showcasing the system configuration.
- Customer will have 2 weeks to conduct UAT testing.
  - Testing should be conducted by the Administrators (those who will work in all functions of the system) and any other user groups belonging to different roles (i.e., non-Administrators).
- During UAT, will have UAT triage calls (daily stand-ups if required) to discuss issues or feedback identified during testing.
- will resolve all critical UAT bugs and return the issues for retesting.
- will manage change requests via the Change Log – impact assessing whether changes can be delivered during the Deploy stage or whether these are significant enough to warrant a separate Change Order.
- will conduct two separate training session of two hours each for Administrators and up to four separate training sessions of two hours each for end users.
- will provide a user guide for the platform.
- Finally, the team will clear down any test data and make the system ready for Production use.

**\*\* If the UAT sign off is not confirmed by the Customer in 5 working days or no intimation provided as to when it will be confirmed, the UAT will be considered approved.**

**\*\* Please note that go live of the system cannot be dependent on any new feature request / enhancement for the product.**

**\*\* Any delays in the project plan caused by the Customer will become chargeable unless pre-notified with the new target date and agreed mutually. Project re-planning can only be done twice.**

<b>Documentary Deliverables</b>	<b>Detail</b>
UAT Test Scripts	User Acceptance Testing scripts (including both happy and unhappy path scenarios) designed to enable end-to-end testing of the platform configuration.
Training Materials	Classroom style 'train the trainer' sessions whereby nominated Customer representatives learn how to use the platform. Sessions are conducted remotely via MS Teams (or similar). Video recordings of the Trainings are shared afterwards. A user guide is provided to support the training.
Defect and Issue Tracker	Captures any outputs or issues during UAT. Used to manage and prioritize open items with a view that all P1 (Critical) defects are resolved prior to go-live.
<b>System Deliverables</b>	<b>Detail</b>
Configured instance	The CLM platform will be configured in line with the signed off Solution Design Document and agreed UAT Exit Criteria.

## **Stage 5 – Hypercare**

With the application now live, the focus shifts to post go-live support. provide 2 weeks of additional support from the core project team who will continue to liaise with Customer stakeholders, track system usage progress and continue to maintain / review the Change Log or lower priority open UAT items. The dedicated Customer Success Manager will also start driving conversations around adoption – ensuring the Customer is achieving measurable success. Should a subsequent project phase be required, the Customer Success Manager will look to engage the relevant resources from the project team to begin planning and scoping this effort.

## APPENDIX 2 - Project Governance

Implementation project governance will be established and agreed with the Customer at the outset of the project. Additional or alternative governance layers beyond can be developed as required.

- Weekly calls are conducted to discuss progress against plan. review and update project risks and issues, highlighting any for escalation or which may result in changes.
- Weekly Status Reports will also be shared in advance of these calls - detailing project progress.
- Optional Steering Group / Programme Board meetings can be conducted if required.
- Depending on the nature of the implementation, more frequent calls may be required to track day-to-day issues, while Customer-specific calls around migrations or custom integrations can also be initiated as required.

### Escalation Framework

Role	Responsibility
<b>Project Manager</b>	First point of contact for any concerns or feedback related to the project implementation
<b>Delivery Assurance / Implementation Leader</b>	First level of escalation
<b>Senior Leader/ Delivery Assurance Lead</b>	Second level of escalation
<b>Designated Executive at Provider</b>	Third level of escalation

### Customer Responsibilities

The Customer will provide resources, data, information, and system access as requested and within the timeframes agreed by both parties.

The Customer will provide a Project Manager (PM) who will be the primary point of contact for scheduling necessary business and technical resources, that provides final decision making where necessary, and to review and approve the deliverables.

The Customer will review all deliverables within a timely manner and agree that project deliverables are considered accepted after five (5) business days of delivery by Provider.

Completion of the fully configured system and system Go live will be considered completed if at least one of the following criteria are satisfied:

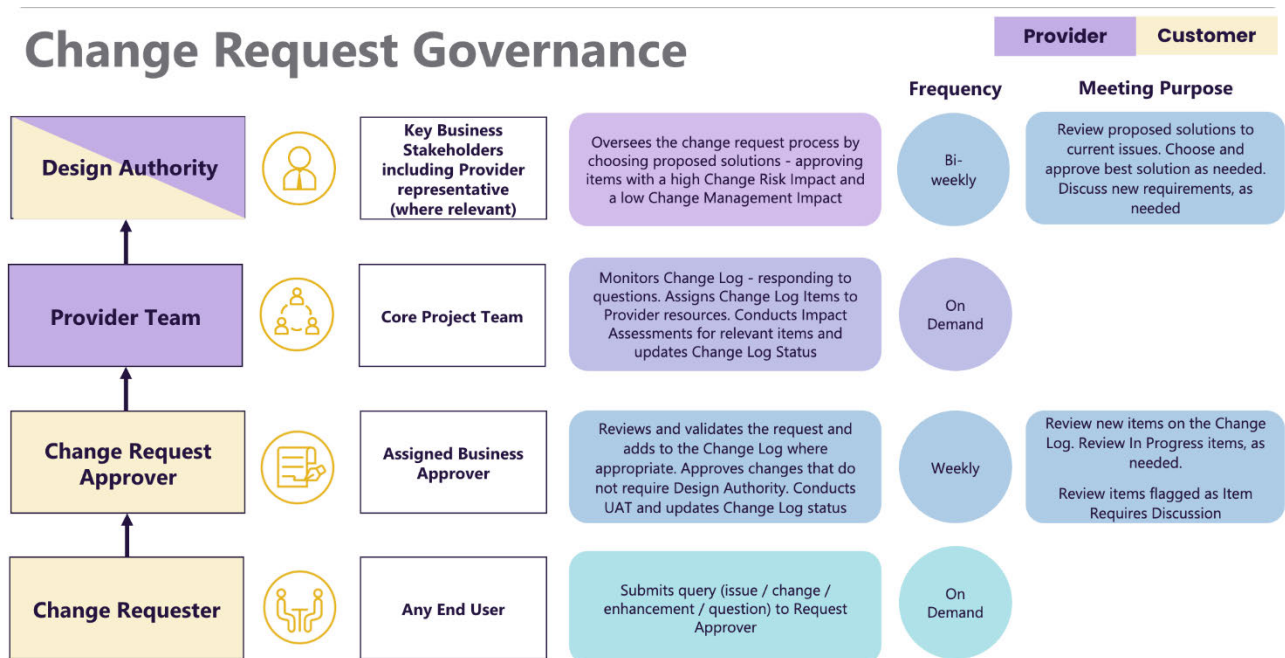
- UAT is successfully completed and approved
- Customer begins leveraging the platform for 'real world' usage (i.e., creating actual contracts),
- Customer subscription term expires (without renewal) during delivery period.

## APPENDIX 3 - Change Order and Control Process

In the event of a requested change in scope, said requests will be managed through a Change Order and Control process as follows:

- Change requests should be vetted through an appropriate change governance framework / design authority. expects and assumes that any change identified by an end user has been through the appropriate review and approval process internally on the Customer side before being shared with Provider. The recommended process for managing these changes can be found below.
- The Customer will document the requested modification in writing – providing sufficient detail to articulate the rationale for the change, specific details of what the change entails and the anticipated benefit for implementing the change.
- will acknowledge receipt of a request within two (2) business days and add the request to the project Change Log.
- Subsequently, will investigate the request and provide a written response that will inform the Customer as to the estimated effort and timeline required to make the proposed modification, including the impact on pricing, functional specifications, and Project Plan schedule for completion of the Services. For the avoidance of doubt, does not agree to platform customizations (features unique to a single Customer). Instead, works collaboratively with Customers to design and build new features that benefit the entire Customer community. Product enhancement requests or additional Services previously not included in the Order Form / this SOW will result in a Change Order Form
- will use commercially reasonable efforts to provide a written response back to the Customer within five (5) business days or confirm the date on which a full response will be given.

Unless and until the parties enter a Change Order Form, Provider will continue to carry out the Services in accordance with this SOW.



## APPENDIX 4 – Implementation Team Composition and RACI Matrix

### Project Team

ROLE	RESPONSIBILITY
<b>Project Manager</b>	Day-to-day responsibility for delivery of the solution; principal point of contact between the Customer team and Provider
<b>Solution Architect</b>	Provides Contract Management, Consulting and platform expertise to ensure the end-to-end configurations are in line with best practices
<b>Configuration Lead</b>	Owns the configuration workstream and ensures the platform is setup as per the Solution Architects recommendations
<b>Integration Specialist (if applicable)</b>	Supports the technical configuration of any integrations on the project
<b>Migration Specialist (if applicable)</b>	Loads legacy contracts into the platform
<b>Legal Engineer (if applicable)</b>	Supports data extraction, playbooks and AI training needs
<b>Enablement Lead</b>	Conducts internal testing, produces test scripts and training materials. Delivers training
<b>Implementation Leader/ Delivery Assurance Lead</b>	Initial point of escalation – manages the delivery team
<b>Senior Implementation Leader/ Delivery Assurance Lead</b>	Point of escalation and overall responsibility for the successful delivery and transformation of the project
<b>Customer Success Manager</b>	Post-implementation, ongoing Customer relationship and success management

### Recommended Customer Project Team

ROLE	RESPONSIBILITY
<b>Project Manager</b>	Overall program management and project governance
<b>Change Manager</b>	Develops and executes the change management and adoption plan
<b>Product Owner</b>	Owns the vision, objectives, and overall direction of the project. Is the key point of contact for CLM related discussion and decisions
<b>Integration Lead</b>	Supports establishing connectivity with the in-house technology stack
<b>Legal SME</b>	Assists with the design of workflows, templates, clause libraries, and overall use of the system. Identifies super-users for system testing
<b>Business SME (if applicable)</b>	Ensures the business end user needs are met. Works closely with the Legal SME to ensure the workflows / configurations are fit for purpose
<b>User groups(s) for Testing</b>	Responsible for testing all functionality from the Customer perspective
<b>System Administrator</b>	Maintains the CLM platform post go-live
<b>Application Support</b>	First line application support for queries, concerns, issues

Project Deliverable	Provider	Customer
<b>Kick-off</b>		
- Identify key stakeholders and establish the project team	R, A	R, A
- Conduct a project kick-off meeting	R, A	C
<b>Design</b>		
- Identify existing contract management processes	R	A, C
- Document functional and technical requirements	R, A	C
- Develop a detailed implementation plan	R, A	C
- Design CLM solution architecture and workflows	R, A	C
- Define roles and responsibilities	R, A	C
- Rationalise Templates and make 'CLM' ready	C	R, A
- Agree the User Acceptance Testing criteria	C, A	R, A
<b>Configure</b>		
- Configure the CLM system based on requirements	R, A	C
- Configure contract templates and metadata	R, A	C
- Develop necessary integrations as agreed in SOW	R, C	A
- Migrate existing contract templates and extract data	R, A	C
- Perform data validation and quality checks of developed solution	R, A	C
- Provision Users with access to CLM production environment	R	C, A
<b>UAT/Deployment</b>		
- Conduct User Acceptance Testing kick-off and training	R, A	C
- Complete User Acceptance Testing	C	R, A
- Develop training materials	R, A	C
- Conduct User Training sessions	R, A	C
- Sign-off User Acceptance Testing against agreed criteria	C	R, A
<b>Go-Live</b>		
- Deploy final CLM solution to production environment	R, A	C
- Smoke Test CLM environment in production	R, A	C
- Provision Users with access to CLM production environment	R	A, C
<b>Post Go-Live/Hypercare</b>		
- Provide ongoing support for hypercare period	R, A	C
- Monitor system performance	R, A	C
<b>Project Closure</b>		
- Conduct project review and lessons learnt	R, A	C
- Sign-off on SOW	C	R, A
- Document project closure reports and handover tasks	R, A	C

## APPENDIX 5 – Assumptions

### General

- The platform will be deployed with a default theme (out of the box branding). A Customer logo will replace the logo if required. No other UI configuration will be applied.
- The platform will be deployed with an English language UI for all users.
- Customer will take ownership of platform configuration from go-live onwards (and be trained accordingly as part of this Phase).
- If the Customer requires further services such as post-go-live change management, outsourced system administrators and / or additional project management, these services will need to be scoped and priced separately.
- Customer has sufficient personnel available to support the project, and the team have delegated authority and capacity to make timely decisions.
- Customer is 'CLM ready' meaning that they have defined their target operating model for Contract Management, their Templates, Clauses, and Playbooks have been harmonized / standardized and are ready to be digitized and they have located and organized all of their legacy contracts ready for migration.
- The Customer Project Team will consist of representatives from impacted Business Units / Departments who will represent their interests with a view to standardizing & simplifying the configuration and Transformation process in general.
- team members designated for the project can operate remotely from any location worldwide without any geographical constraints or dependencies on physical office spaces.
- Implementation meetings will be conducted remotely, via 'MS Teams' or similar. Recordings can be made / shared between the parties if required.
- Training will follow a 'Train-the-Trainer' approach, but with ongoing proactive support provided by personnel.
- For the avoidance of doubt, the Customer will also require preparation time outside of the Implementation meetings. This time will enable the Customer team to review pre-read materials and make decisions regarding configurations which will make meetings more effective.
- Post go live support is provided by the expert Customer Success team. Services including training on new features, additional / re-configuration / changes to workflows and contract templates etc. is out of scope.

### Templates, Clauses & Playbooks

- A Template is defined as one contractual document. Any supplementary documents (Annexes, appendices, schedules, Statements of Work under a Master, Amendment Letters / Change Orders, Termination Notices, Contract Summaries, Renewal Notices, Deeds of Novation / Assignment, Purchase Orders etc.) are not in scope and would constitute their own template.
- Templates shall average no more than 25 pages in length.

- No template shall include more than 20 metadata / attribute tags (i.e., Counterparty Name, Effective Date).
- All templates will be in the English language unless expressly listed in the scope definition of this SOW.
- No template will feature dual language / dual column layout.
- All templates will be formatted, styled, and marked up with metadata tags and conditional language by Customer.
- Any requirement to consolidate, harmonize / standardize or reduce the existing suite of templates is out of scope and should be completed by the Customer prior to this scope of work commencing.
- Tabular data capture (for example, calculating quantities, prices, totals) is not in scope.
- Multi-party agreement data (for example, displaying more than one counterparty entity name and address in the generated contract document) is not in scope.

## Leah Generative Ai

- Customer understands and acknowledges the known limitations of Generative AI and the importance of human oversight.
- Customer will be able to clearly define Generative AI prompt inputs in order for Leah to interpret and return the appropriate results.
- Customer acknowledges that Generative AI responses to the same / similar queries may differ much in the same way that a human would not repeat exactly the same answer to a specific question.
- Customer acknowledges that Generative AI's ability to interpret and analyse contract clauses is dependent on the clarity and completeness of the provided context and data. Ambiguous or incomplete data may lead to less accurate outputs.
- Customer acknowledges that regular maintenance and updates may be required to ensure Leah remains effective and up-to-date with the latest contracting standards and AI advancements.
- Customer understands that while Leah is designed to assist with contract lifecycle management, it is not a substitute for professional legal advice. All AI-generated outputs should be reviewed by qualified legal professionals.
- Customer acknowledges that response times for Leah's processing and analysis may vary based on the complexity and length of the contract documents being analyzed.
- Customer acknowledges that the quality and relevance of the input data directly impacts the accuracy and usefulness of Leah's outputs.

## Workflow

- A single workflow will be configured for each of the Contract Types in scope.
- A workflow encompasses the following –
  - An Intake form (initiating the Contract Request and capturing the initial data set).
  - The data set (combination of out-of-the-box and custom fields).
  - The linked template(s) for the workflow.
  - Statuses (the state transitions that the Contract Type will go through i.e., Draft, In Negotiation, etc.).

- Review and Approval gates (how and when a given Contract Type should be approved i.e., final sign off before sending for signature).
- The Key Legal Obligations that need to be extracted from said Contract Type as part of the initial third-party paper upload.
- The users, groups and roles that can participate in the workflow.
- includes pre-configured out-of-the-box workflows. It is assumed that 80% of the pre-configured workflow can be leveraged as part of the implementation. This will be validated during the design workshops. Should a greater degree of deviation / re-configuration be required, will impact assess against the timeline and budget accordingly.
- A maximum of 2 Approval chains can be configured per Contract Type.
- An Approval chain can comprise of up to 3 steps (i.e., First Approver, Second Approver, Escalated Approver).
- All user subscriptions will have access rights as governed in the roles and permissions discussions.

## Parties

- Customer will provide a list of all internal legal entity names and addresses, and will maintain these directly in the platform post go-live. Should the entity list change (i.e., due to a merger / acquisition) during the project, will impact assess the significance of required changes and potentially adjust timelines and budget accordingly.
- Counterparty Legal Entities will be created and managed directly in the platform by Customer.
- Any integration to master data sources for legal entity data is out of scope for this project phase.

## Contract Migration

- In scope contracts are English language only.
  - Only 1 final signed copy document for each legacy contract record – identified clearly – will be migrated.
  - Up to 5 supporting documents per legacy contract record only – to be segregated and identified clearly.
- Migration will be completed in batches whose priority will be determined during the implementation.
- Contracts will be provided on SharePoint / OneDrive and organized by Customer in the following structure –
  - Counterparty Name
    - Contract Type
      - Transaction Type (i.e., Master Agreement, Amendment 1)
- Customer will have identified duplicate files and de-duplicated prior to handover of files to Provider.
- Any existing (trusted) data that Customer wishes to include with the migrated contracts needs to be provided by Customer in a format defined by Provider.

- Any OCR errors encountered (i.e., due to corrupt files) will result in said documents being passed back to Customer to resolve / load manually into the platform.
- Customer and will sign off on migration understanding and scope ahead of proceeding with extraction and migration.
- Customer will be responsible for final quality checks of extracted data and will manually correct any errors and omissions directly in the system post-migration.

## Integrations

- Users will authenticate to the Production instance of the platform via Single-Sign-On (SSO).
- Customer SSO provider allows connectivity via Okta which can leverage.
- E-Signature integration to Customer existing DocuSign / Adobe Sign account will be configured on the Production instance once.
- Integration to the e-Signature platform will be in line with Provider's out-of-the-box functional capabilities.
- Customer already uses Microsoft 365, and end users have access to MS Outlook / Word 365.
- MS365 Add-ins for MS Word / Outlook will be deployed. These will be installed by the Customer IT team or the end user via the MS Office Add-ins store.
- External Intake Forms (exposing the Contract Request form on an external website) are out of scope.
- For integrations included within this SOW it is assumed that:
  - The integration is for one bi-directional flow between the target application and Provider.
  - The integration includes the configuration and synchronization of up to 20 attributes between the platforms.
  - There will be no need to transform data (i.e., convert from a list in one application to a different list in Provider) as part of the integration.
  - The integration includes the configuration and transfer of up to 3 documents between the platforms.
  - will carry out technical system integration testing. Customer is responsible for User Acceptance Testing of said integrations.

**Provider Information**

Registered Company Name	ContractPod Technologies Inc.		
Company Place of Registration	Delaware, United States of America		
Company Registration No.			
Registered Company Address / Primary Address	The Spiral, 66 Hudson Boulevard East, 23rd Floor		
City, State/Province	New York, NY		
Postal/ZIP Code	10001		
Country	United States of America		

**Customer General Information**

Registered Company Name	Multi-Color Corporation		
Trading Name (if different from above)			
Company Registration No.			
Registered Company Address / Primary Address	6111 N River Road, Fl 8		
City, State/Province	Rosemont, IL	Country	United States of America
Postal/ZIP Code	60018	Primary Contact Name	
Telephone No	804-450-4080	Email address	chris.burkhardt@mcclabel.com
Type of Business			

**Customer Additional Information (if Applicable)**

Invoice Address			
Delivery Address			
VAT/TAX No.			
Purchase Order No.			
Accounting Primary Contact Name		Email & Telephone No.	
Purchasing Primary Contact Name		Email & Telephone No.	
Privacy & Information Security Contact Name		Email & Telephone No.	

### Principal Terms

<b>Agreement</b>	The agreement between Provider and Customer (“ <b>Agreement</b> ”) consists of: 1. This <b>Cover Page &amp; Order Form</b> , including its <b>Attachments</b> and <b>Additional Terms</b> , 2. ContractPod Master Terms and Annexes for ContractPodAi Cloud, attached including: a. <b>Cloud Terms</b> , b. <b>Annex A:</b> ContractPodAi’s Support Policy and Service Level Agreement, c. <b>Annex B:</b> Bonterms Data Processing Addendum, d. <b>Annex C:</b> Acceptable Use Policy for ContractPodAi Cloud Services, and e. <b>Annex D:</b> Customer’s Travel & Expense Policy
<b>Effective Date</b>	05-Sep-25 <i>(if blank the date the last party signed this order form)</i>
<b>Subscription Term</b>	3 year(s) from the Effective Date
<b>Total Fees (User Subscription Fees, Additional Package Fees, and Support Fees)</b>	
<i>Total Fee Year 1</i>	USD 124,125
<i>Total Fees for Remaining Years</i>	Per schedule below
<i>Payment Schedule</i>	All fees are payable annually in advance. The Total Fee Year 1 (including all implementation fees) will be due on January 1, 2026 and the Total Fees for Remaining Years will be invoiceable annually on each anniversary of the Effective Date. All amounts are due within 60 days after the invoice date.

### Subscriptions

Application	Full Users	Enhanced Business Users	Subscription Fees Year 1 (USD's)	Subscription Fees Year 2 (USD's)	Subscription Fees Year 3 (USD's)
Contract Lifecycle Management (CLM)	■	■			
<b>Total Application Subscription Fees (USD's)</b>			124,125.00	124,125.00	124,125

#### CLM Add-on: Leah Intelligence Package

Description	Additional Subscription Fee (USD's per year)
<ol style="list-style-type: none"> <li>Leah Extract – Standard Metadata required to create the document (Contract Type, Parties, Party Addresses, Contract Value)</li> <li>Dynamic Classification of entire document (Leah KLOs)</li> <li>Leah OneDrop</li> <li>Rule-Based Leah Redline Recommendations</li> <li>Precedent-Based Leah Redline Recommendations</li> <li>Contract Risk Score (if configured)</li> <li>Leah Intelligence in the Word Add-in</li> <li>Ask Leah Chat</li> </ol>	included

Clients will be able to automatically create a new request with drag and drop of Microsoft Word or PDF documents, extracting KLOs . Clients can report on this data. The fields will be non-mandatory so that the system can create the request without populating them and AI can populate them post request creation after classifying the entire document. While in negotiations on a document, Leah will provide Rule- and Precedent-Based recommendations. Leah will generate a risk score for each clause and the entire document if risk score is enabled for a given application type. (3 Provider-Configured Redline models are included unless otherwise specified.) Users will have additional negotiation tools of Ask Leah conversational chat, Ask Leah Prompts & Redline Assist Prompts available to them in the Word Add-in.

### Contract Lifecycle Management (CLM) – Integrations – See Statement of Work for details

eSignature Tool	DocuSign Customer Instance
Self Service Integrations	MS Outlook, MS Word, Leah Negotiation Word AddIn
Standard Connector Integrations	Single Sign On (SSO), Salesforce Standard
API-only Integrations <i>ContractPodAi will provide support only as specified in the Applicable SOW; Customer to build integration.</i>	None

### Environments

Production

### Location of Microsoft Azure Hosting

US (Virginia/California)

## Services

### Implementation Services

Implementation Package	Implementation Fee (USD's)
Professional (as detailed in a separate Statement of Work or other document).	93,500.00

### Support Services

*(Details of the SLAs for the Support Services are set out in the Annex A: ContractPodAi's Support Policy and Service Level Agreement)*

Support Package	Annual Support Fee (USD's per year)
Standard	0.00

## Other Important Terms

- **Cover Page:** References to the "Order," "Cover Page," or "Cover Page & Order Form" mean this Cover Page & Order Form for purposes of the Agreement.

- **Governing Law:** The laws the State of New York and applicable law of the United States, with exclusive jurisdiction in the State of New York, and exclusive forum of either the United States District Court for the Southern District of New York OR the New York State Supreme Court, Commercial Division, Manhattan (as applicable).
- **Implementation Partners:** If you are working with a third-party implementation partner through a direct agreement with them, or if we have agreed (with your approval) to subcontract implementation to such a partner, you understand that terminating this Agreement and your Order Form solely due to implementation failure is not permitted. In such cases, we will work together to identify a different implementation partner, which may include Provider's internal implementation personnel, to complete the implementation. Additionally, we will extend your Subscription Term as necessary to compensate for any delays caused by this change.
- **Invoicing and Payment:** Payments will be made in accordance with the Agreement and this Order Form and payments due are not subject to or contingent on new feature releases or enhancement requests save where they are specifically referenced in this Order Form.
- **Termination Upon Acquisition or After Year 2:** If Customer is acquired by a third party or at any time following Year 2 of the Subscription Term, Customer or the successor entity may terminate this Agreement effective as of the end of Year 2 by providing thirty (30) days' written notice to Provider and paying Provider a termination fee of twenty-five thousand dollars (\$25,000). This termination right applies only to Year 3 of the Subscription Term. Customer will remain obligated to pay all fees due for Years 1 and 2, and Provider will not refund any payments made for such periods. Customer must exercise this termination right within ninety (90) days after the closing of the acquisition transaction, or the right will expire. For purposes of this provision, "acquired" means any transaction or series of related transactions in which a third party acquires, directly or indirectly, more than fifty percent (50%) of Customer's outstanding voting securities or substantially all of Customer's assets.
- **Pricing:** The pricing will remain fixed (subject to any additional services or licences that you may acquire from us) during the initial Subscription Term as set out in this Order Form. Approximately 90 days prior to the end of the initial Subscription Term (and any extension thereof), we will notify you of the pricing for the following 12-month period. Unless you give notice as set out in Clause 14.1 of the Cloud Terms, this Order will extend for a further 12 months at the adjusted price not to exceed 5% CPI.
- **Security Measures:** For purposes of Clause 5.2 of the Cloud Terms, please see Provider's Security Measures set out at <https://contractpodai.com/trust-portal/>.
- **Travel Costs:** If Provider personnel travel to a Customer location (upon Customer's request), all travel costs are to be borne by the client, including travel to and from the country of residence of the resource to client site, hotel accommodations, food expenses, local travels to client offices and other similar business expenses, per MCC's Vendor Travel Policy attached as Annex D. No travel costs, however, will be incurred before pre-approval in writing by Customer.
- **Address for Service:** In accordance with Clause 22.3 of the Cloud Terms the parties' Addresses for Service are:

The Provider:  
 FAO: General Counsel  
 ContractPod Technologies Inc.  
 The Spiral, 66 Hudson Boulevard East, 24th  
 Floor, New York City, NY 10001, USA

The Customer:  
 FAO:  
 Multi-Color Corporation  
 6111 N River Road, Fl 8,  
 Rosemont, IL 60018, United States of America



### Additional Terms for Leah AI Services

The following terms (“**AI Terms**”) are hereby added to and become part of the Agreement as Additional Terms. Capitalized terms not defined in these AI Terms have the meanings given in the Agreement. The Agreement applies to the AI Features as part of the Cloud Service with the following modifications.

1. **Use of AI Features.** Customer may submit Customer Data (including in the form of prompts or queries) to the AI Features (“**Inputs**”) and receive outputs from the AI Features (“**Outputs**”).  
  
“**AI Features**” means the features included in Leah (whether Standalone or integrated with the CLM), including large language models (LLMs) or other machine learning or artificial intelligence features of the Cloud Service.
2. **Training:** Provider may not use Inputs or Outputs to train or otherwise improve AI Features, except solely for the benefit of Customer.
3. **Intellectual Property:**
  - A. **Inputs.** Except for Provider’s express rights in the Agreement, as between the parties, Customer retains all intellectual property and other rights in Customer’s Inputs.
  - B. **Outputs.** Customer is authorized to use Outputs subject to the Agreement, including the AUP and these AI Terms.
4. **Similar Output.** Customer acknowledges that Outputs provided to Customer may be similar or identical to Outputs independently provided by Provider to others.
5. **Infringement by Output.** Due to the nature of the AI Features, Provider does not represent or warrant that (a) Output does not incorporate or reflect third-party content or materials or (b) Output will not infringe third-party intellectual property rights. Claims of intellectual property infringement or misappropriation by Output are not included in Provider-Covered Claims.
6. **Disclaimer.** OUTPUTS ARE GENERATED THROUGH MACHINE LEARNING PROCESSES AND ARE NOT TESTED, VERIFIED, ENDORSED OR GUARANTEED TO BE ACCURATE, COMPLETE OR CURRENT BY PROVIDER. CUSTOMER SHOULD INDEPENDENTLY REVIEW AND VERIFY ALL OUTPUTS AS TO APPROPRIATENESS FOR ANY OR ALL CUSTOMER USE CASES OR APPLICATIONS. THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THE AGREEMENT FOR THE CLOUD SERVICE APPLY TO THE AI FEATURES.
7. **Third-party Providers.** Customer agrees to abide by any third-party terms and conditions relating to the AI Features specified in this section 7 (“**Third-Party Terms**”). This section does not modify Section 22.10 (Subcontractors) of the Agreement. Provider understands that these third-party terms and conditions may be duplicative of Provider’s AUP or the restrictions set forth in § 8 of these AI Terms; however we are obligated to notify you that they may apply to your usage of the AI Features:
  - a. Google AI/ML: <https://policies.google.com/terms/generative-ai/use-policy>,
  - b. Anthropic PBC: <https://console.anthropic.com/legal/aup>
  - c. OpenAI L.L.C.: <https://openai.com/policies/usage-policies>
  - d. Cohere Inc: <https://docs.cohere.com/docs/usage-guidelines>
8. **Special Restrictions on Use of AI Features.** The following restrictions are deemed part of the AUP under Section 9.1 (Compliance) of the Agreement. Without limiting any restrictions on use of the Cloud Service in the Agreement, Customer will not and will not permit anyone else to:
  - a. use the AI Features or any Output to infringe any third-party rights,
  - b. use the AI Features or any Output to develop, train or improve any AI or ML models (separate from authorized use of the Cloud Service under this Agreement),

- c. represent any Output as being approved or vetted by Provider,
- d. represent any Output as being an original work or a wholly human-generated work,
- e. use the AI Features for automated decision-making that has legal or similarly significant effects on individuals, unless it does so with adequate and qualified human review and in compliance with Laws,
- f. use the AI Features for purposes or with effects that are discriminatory, harassing, harmful or unethical, or
- g. use the AI Features to create or disseminate harmful content, misinformation or deceptive material.

Accepted & agreed as of the Effective Date set forth above:

Signed for and on behalf of  
ContractPod Technologies Inc.  
(The Provider)

*Sarvarth Misra*  
7F0E03C2254642F...

Signature

Sarvarth Misra

Name

05-Sep-25

Date

Signed for and on behalf of  
Multi-Color Corporation  
(The Customer)

*John Mark Kennedy*  
D6680577D0854A5...

Signature

John Mark Kennedy

Name

05-Sep-25

Date

# ContractPodAi Master Terms & Annexes

## The Explainer: Why ContractPodAi Uses Bonterms Cloud Terms and DPA

We appreciate the chance to explain why **ContractPodAi** has chosen to use the [Bonterms Cloud Terms](#) and [Bonterms DPA](#) to be the perfect starting point for working together.

**Why Bonterms?** Bonterms are designed to be a **neutral starting point** for an agreement that meets the needs of both ContractPodAi and enterprise customers (like you!).



We recognize that there might be some needed changes — so we ask that we work together to make the changes on the Cover Page / Order Form and not hidden in the full set of ContractPodAi Master Terms. This means we can skip the battle over whose form to use, preserve goodwill, and move straight to negotiating the issues that we both really care about (and where there is a special concern, both parties are fully aware, since it is on the Cover Page / Order Form)!



Data processing agreements are long, extensive, and an unfortunate necessity in the world today. The **Bonterms DPA** project allows us to have a standard, recognizable, and easily adoptable DPA that can be quickly understood and easily reviewed (and all with neutral positions that allow both you and ContractPodAi to move through understanding how we protect your trusted data and information.

**Bonterms** documents are **best-practice, balanced, and open source**:

- **Best-practice?** Bonterms documents were drafted and extensively reviewed and revised by a 40+ member Open Source Forms Committee of in-house and law firm lawyers. They took the task seriously. The Cloud Terms went through six major drafts, three sub-committees (Data, Risk and General Terms) and multiple meetings, surveys and discussions across seven months. The DPA was worked up by lawyers and data privacy professionals across the globe to create a standard DPA that can be used nearly anywhere on Earth.
- **Balanced?** Both Bonterms DPA and the Bonterms Cloud Terms are designed to meet the needs of both parties and not inherently favor either.
- **Open source?** The Bonterms Cloud Terms and the Bonterms DPA are free to use under [CC BY 4.0](#).

The entire ContractPodAi team is excited to get you up-and-running on our award-winning solution. It is our hope that adopting these balanced, open-source, and best-practice documents will expedite your legal department's digital transformation and empower in-house legal professionals to optimize operational workflows, increase compliance adherence, and drive quicker revenue recognition.



**TermScout Certified Contract**



Master Terms & Annexes

This contract has been carefully reviewed and certified **Customer Favorable** by **TermScout**, an independent contract rating company.

[SEE TERMSCOUT REVIEW >](#)



## Table of Contents, Terms, and Descriptions

Please note that, rather than modifying the documents below — and to make things clear and understandable where there are changes — modifications (if any) should be recorded & addressed in the Cover Page & Order Form. We do this to ensure that all people involved in delivering our solution and providing your order are aware of your specific needs.

THE APPLICABLE TERMS	WHAT THEY DO
<b>Bonterms Cloud Terms v1</b>	Contain the core legal and commercial terms that apply to your subscription
<b>ContractPodAi’s Support Policy and Service Level Agreement</b>	Details how our support services function
<b>Bonterms DPA (Data Processing Addendum)</b>	Explains how your personal data should be processed
<b>ContractPodAi’s Acceptable Use Policy</b>	Describes what you may and may not do when accessing our cloud service.
<b>Your Cover Page / Order Form and Statement of Work</b>	Contain the details of your purchase, including your subscription term, the products to which you have subscribed, the details of any purchases, your fees, the implementation plan, and other important order-related information.

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# Main Agreement: Bonterms Cloud Terms (V. 1.0)\*

## 1. The Agreement.

The Bonterms Cloud Terms are standardized terms for use of cloud services. To use the Bonterms Cloud Terms, Customer and Provider complete and execute a Cover Page that specifies Key Terms, Attachments (such as a Support Policy or Data Protection Addendum) and any Additional Terms. Collectively, the Bonterms Cloud Terms, Cover Page and any Orders form the parties' agreement ("Agreement"). Conflicts between parts of the Agreement are governed by Section 22.5 (Order of Precedence). Capitalized terms are defined in context or in the Definitions section.

## 2. Cloud Service.

Subject to this Agreement, Customer may use the Cloud Service for its own business purposes during each Subscription Term ("Permitted Use"). This includes the right to copy and use the Provider Software (if any) and Documentation as part of Customer's Permitted Use. Customer will comply with the Documentation in using the Cloud Service.

## 3. Users

Customer may permit Users to use the Cloud Service on its behalf. Customer is responsible for provisioning and managing its User accounts, for its Users' actions through the Cloud Service and for their compliance with this Agreement. Customer will ensure that Users keep their login credentials confidential and will promptly notify Provider upon learning of any compromise of User accounts or credentials.

## 4. Affiliates

Customer's Affiliates may serve as Users under this Agreement. Alternatively, Customer's Affiliates may enter into their own Orders as mutually agreed with Provider, which creates a separate agreement between each such Affiliate and Provider incorporating this Agreement with the Affiliate treated as "Customer". Neither Customer nor any Customer Affiliate has any rights under each other's separate agreement with Provider, and breach or termination of any such separate agreement affects only that agreement.

## 5. Data.

- 5.1. **Use of Customer Data.** Subject to this Agreement, Provider will access and use Customer Data solely to provide and maintain the Cloud Service, Support and Professional Services under this Agreement ("Use of Customer Data"). Use of Customer Data includes sharing Customer Data as Customer directs through the Cloud Service, but Provider will not otherwise disclose Customer Data to third parties except as permitted in this Agreement.
- 5.2. **Security.** Provider will implement and maintain the **Security Measures** identified on the Cover Page. If no Security Measures are identified, Provider will use appropriate technical and organizational measures designed to prevent unauthorized access, use, alteration or disclosure of Customer Data.
- 5.3. **DPA.** The parties will adhere to the **Data Protection Addendum (DPA)**, if any, identified on the Cover Page.
- 5.4. **Usage Data.** Provider may collect Usage Data and use it to operate, improve and support the Cloud Service and for other lawful business purposes, including benchmarking and reports. However, Provider will not disclose Usage Data externally unless it is (a) de-identified so that it does not identify Customer, its Users or any other person and (b) aggregated with data across other customers.

## 6. Mutual Compliance with Laws.

Each party will comply with all Laws that apply to its performance under this Agreement.

## 7. Support and SLA.

- 7.1. **Support.** Provider will provide Support for the Cloud Service as described in the **Support Policy** on the Cover Page. If no Support Policy is identified, Provider will provide Support for the Cloud Service consistent with industry-standards and its general business practices.
- 7.2. **SLA.** Provider will adhere to the **Service Level Agreement (SLA)** identified on the Cover Page. If no SLA is identified, Provider will use commercially reasonable efforts to make the Cloud Service available for Customer's use 99.9% of the time in each month.

## 8. Warranties.

- 8.1. **Mutual Warranties.** Each party represents and warrants that:
  - (a) it has the legal power and authority to enter into this Agreement, and

\* These terms are identical to the publicly available [Bonterms Cloud Terms V1](#), which is released under CC-BY-4.0.



## ContractPodAi

(b) it will use industry-standard measures to avoid introducing Viruses into the Cloud Service.

### 8.2. **Additional Provider Warranties.** Provider warrants that:

- (a) the Cloud Service will perform materially as described in the Documentation and Provider will not materially decrease the overall functionality of the Cloud Service during a Subscription Term (the “**Performance Warranty**”), and
- (b) any Professional Services will be provided in a professional and workmanlike manner (the “**Professional Services Warranty**”).

### 8.3. **Warranty Remedy.** Provider will use reasonable efforts to correct a verified breach of the Performance Warranty or Professional Services Warranty reported by Customer. If Provider fails to do so within 30 days after Customer’s warranty report (“**Fix Period**”), then either party may terminate the Order as relates to the non-conforming Cloud Service or Professional Services, in which case Provider will refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term (for the Performance Warranty) or for the non-conforming Professional Services (for the Professional Services Warranty). To receive these remedies, Customer must report a breach of warranty in reasonable detail within 30 days after discovering the issue in the Cloud Service or 30 days after delivery of the relevant Professional Services (“**Claim Period**”). These procedures are Customer’s exclusive remedies and Provider’s sole liability for breach of the Performance Warranty or Professional Services Warranty.

### 8.4. **Disclaimers.** Except as expressly set out in this Agreement, each party disclaims all warranties, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular purpose, title and noninfringement. Provider’s warranties in this Section 8 do not apply to issues arising from Third Party Platforms or misuse or unauthorized modifications of the Cloud Service. These disclaimers apply to the full extent permitted by Law.

## 9. Usage Rules

### 9.1. **Compliance.** Customer (a) will comply with any **Acceptable Use Policy** (AUP) identified on the Cover Page and (b) represents and warrants that it has all rights necessary to use Customer Data with the Cloud Service and grant Provider the rights to Customer Data specified in this Agreement, without violating third-party intellectual property, privacy or other rights. Between the parties, Customer is responsible for the content and accuracy of Customer Data.

### 9.2. **High Risk Activities & Sensitive Data.** Customer will not use the Cloud Service for High Risk Activities, will not submit Sensitive Data to the Cloud Service, and acknowledges that the Cloud Service is not designed for (and Provider has no liability for) use prohibited in this Section 9.2.

### 9.3. **Restrictions.** Customer will not and will not permit anyone else to: (a) sell, sublicense, distribute or rent the Cloud Service (in whole or part), grant non-Users access to the Cloud Service or use the Cloud Service to provide a hosted or managed service to others, (b) reverse engineer, decompile or seek to access the source code of the Cloud Service, except to the extent these restrictions are prohibited by Laws and then only upon advance notice to Provider, (c) copy, modify, create derivative works of or remove proprietary notices from the Cloud Service, (d) conduct security or vulnerability tests of the Cloud Service, interfere with its operation or circumvent its access restrictions or (e) use the Cloud Service to develop a product that competes with the Cloud Service.

## 10. Third-Party Platforms.

Customer may choose to enable integrations or exchange Customer Data with Third-Party Platforms. Customer’s use of a Third-Party Platform is governed by its agreement with the relevant provider, not this Agreement, and Provider is not responsible for Third-Party Platforms or how their providers use Customer Data.

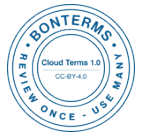
## 11. Professional Services.

Provider will perform Professional Services as described in an Order or Statement of Work, which may identify additional terms or milestones for the Professional Services. Customer will give Provider timely access to Customer Materials reasonably needed for Professional Services, and Provider will use the Customer Materials only for purposes of providing Professional Services. Subject to any limits in an Order or Statement of Work, Customer will reimburse Provider’s reasonable travel and lodging expenses incurred in providing Professional Services. Customer may use code or other deliverables that Provider furnishes as part of Professional Services only in connection with Customer’s authorized use of the Cloud Service under this Agreement.

## 12. Fees.

### 12.1. **Payment.** Customer will pay the fees described in the Order. Unless the Order states otherwise, all amounts are due within 60 days after the invoice date (the “**Payment Period**”). All fees and expenses are non-refundable except as expressly set out in this Agreement.

### 12.2. **Taxes.** Customer is responsible for any sales, use, GST, value-added, withholding or similar taxes or levies that apply to its Orders, whether domestic or foreign (“**Taxes**”), other than Provider’s income tax. Fees and expenses are exclusive of Taxes.



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- 12.3. Payment Disputes.** If Customer disputes an invoice in good faith, it will notify Provider within the Payment Period and the parties will seek to resolve the dispute over a 15-business day discussion period. Customer is not required to pay disputed amounts during the discussion period, but will timely pay all undisputed amounts. After the discussion period, either party may pursue any available remedies.

## 13. Suspension.

Provider may suspend Customer's access to the Cloud Service and related services due to a Suspension Event, but where practicable will give Customer prior notice so that Customer may seek to resolve the issue and avoid suspension. Provider is not required to give prior notice in exigent circumstances or for a suspension made to avoid material harm or violation of Law. Once the Suspension Event is resolved, Provider will promptly restore Customer's access to the Cloud Service in accordance with this Agreement. "Suspension Event" means (a) Customer's account is 30 days or more overdue, (b) Customer is in breach of Section 9 (Usage Rules) or (c) Customer's use of the Cloud Service risks material harm to the Cloud Service or others.

## 14. Term and Termination.

- 14.1. Subscription Terms.** Each **Subscription Term** will last for an initial 12-month period unless the Order states otherwise. Each Subscription Term will renew for successive periods unless (a) the parties agree on a different renewal Order or (b) either party notifies the other of non-renewal at least 90 days prior to the end of the current Subscription Term.
- 14.2. Term of Agreement.** This Agreement starts on the **Effective Date** and continues until the end of all Subscription Terms, unless sooner terminated in accordance with its terms. If no Subscription Term is in effect, either party may terminate this Agreement for any or no reason with notice to the other party.
- 14.3. Termination.** Either party may terminate this Agreement (including all Subscription Terms) if the other party (a) fails to cure a material breach of this Agreement within 30 days after notice, (b) ceases operation without a successor or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days.

**In addition if Customer is acquired by** If Customer is acquired by a third party or at any time following Year 2 of the Subscription Term, Customer or the successor entity may terminate this Agreement effective as of the end of Year 2 by providing thirty (30) days' written notice to Provider and paying Provider a termination fee of twenty-five thousand dollars (\$25,000). This termination right applies only to Year 3 of the Subscription Term. Customer will remain obligated to pay all fees due for Years 1 and 2, and Provider will not refund any payments made for such periods. Customer must exercise this termination right within ninety (90) days after the closing of the acquisition transaction, or the right will expire. For purposes of this provision, "acquired" means any transaction or series of related transactions in which a third party acquires, directly or indirectly, more than fifty percent (50%) of Customer's outstanding voting securities or substantially all of Customer's assets.

### 14.4. Data Export & Deletion.

During a Subscription Term, Customer may export Customer Data from the Cloud Service (or Provider will otherwise make the Customer Data available to Customer) as described in the Documentation. Upon such request, Provider will export Customer Data in native file format and provide a CSV load file containing metadata within thirty (30) days via a SharePoint site. Provider will securely delete all Customer Data from such SharePoint site within fifteen (15) days after successful delivery confirmation. If other export methods are required (such as physical drives or specific formats), a SOW will be provided if such is required.

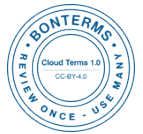
Provider will use reasonable efforts to assist Customer with transitioning to a new system upon termination or expiration of this Agreement. Provider will provide Customer with access to the Cloud Service for a period of 45 days following termination or expiration to facilitate data migration and system transition. During this transition period, Provider will make available technical personnel to answer reasonable questions and provide documentation necessary for the transition process. Fees, if any, for such transition services (for example, costs of hosting data or engineering time) will be set forth in a SOW executed between Provider and Customer.

After termination or expiration of this Agreement, within 60 days of request, Provider will delete Customer Data and each party will delete any Confidential Information of the other in its possession or control.

Nonetheless, the recipient may retain Customer Data or Confidential Information in accordance with its standard backup or record retention policies or as required by Law, subject to Section 5.2 (Security), Section 18 (Confidentiality) and any DPA.

### 14.5. Effect of Termination.

- (a) Customer's right to use the Cloud Service, Support and Professional Services will cease upon any termination or expiration of this Agreement, subject to this Section 14.
- (b) The following Sections will survive expiration or termination of this Agreement: 5.4 (Usage Data), 8.4 (Disclaimers), 9 (Usage Rules), 12.1 (Payment) (for amounts then due), 12.2 (Taxes), 14.4 (Data Export & Deletion), 14.5 (Effect of



## ContractPodAi

Termination), 15 (Intellectual Property), 16 (Limitations of Liability), 17 (Indemnification), 18 (Confidentiality), 19 (Required Disclosures), 22 (General Terms) and 23 (Definitions).

- (c) Except where an exclusive remedy is provided, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.

## 15. Intellectual Property.

- 15.1. Reserved Rights.** Neither party grants the other any rights or licenses not expressly set out in this Agreement. Except for Provider's express rights in this Agreement, as between the parties, Customer retains all intellectual property and other rights in Customer Data and Customer Materials provided to Provider. Except for Customer's express rights in this Agreement, as between the parties, Provider and its licensors retain all intellectual property and other rights in the Cloud Service, Professional Services deliverables and related Provider technology.
- 15.2. Feedback.** If Customer gives Provider feedback regarding improvement or operation of the Cloud Service, Support or Professional Services, Provider may use the feedback without restriction or obligation. All feedback is provided "AS IS" with no warranties whatsoever and Provider will not publicly identify Customer as the source of feedback without Customer's permission.

## 16. Limitations of Liability.

- 16.1. General Cap.** Each party's entire liability arising out of or related to this Agreement will not exceed the General Cap.
- 16.2. Consequential Damages Waiver.** Neither party will have any liability arising out of or related to this Agreement for indirect, special, incidental, reliance or consequential damages or damages for loss of use, lost profits or interruption of business, even if informed of their possibility in advance.
- 16.3. Exceptions and Enhanced Cap.** Sections 16.1 (General Cap) and 16.2 (Consequential Damages Waiver) will not apply to Enhanced Claims or Uncapped Claims. For all Enhanced Claims, each party's entire liability will not exceed the Enhanced Cap.
- 16.4. Nature of Claims.** The waivers and limitations in this Section 16 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose.
- 16.5. Liability Definitions.** The following definitions apply unless modified on the Cover Page.

"Enhanced Cap" means three times (3x) the General Cap.

"Enhanced Claims" means Provider's breach of Section 5.2 (Security) or either party's breach of Section 5.3 (DPA).

"General Cap" means amounts paid or payable by Customer to Provider under this Agreement in the 12 months immediately preceding the first incident giving rise to liability or \$100,000 whichever is more.

"Uncapped Claims" means (a) the indemnifying party's obligations under Section 17 (Indemnification), (b) either party's infringement or misappropriation of the other party's intellectual property rights, (c) any breach of Section 18 (Confidentiality), excluding breaches related to Customer Data and (d) liabilities that cannot be limited by Law.

## 17. Indemnification.

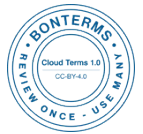
- 17.1. Indemnification by Provider.** Provider, at its own cost, will defend Customer from and against any Provider-Covered Claims and will indemnify and hold harmless Customer from and against any damages or costs awarded against Customer (including reasonable attorneys' fees) or agreed in settlement by Provider resulting from the Provider-Covered Claims.
- 17.2. Indemnification by Customer.** Customer, at its own cost, will defend Provider from and against any Customer-Covered Claims and will indemnify and hold harmless Provider from and against any damages or costs awarded against Provider (including reasonable attorneys' fees) or agreed in settlement by Customer resulting from the Customer-Covered Claims.
- 17.3. Indemnification Definitions.**

The following definitions apply unless modified on the Cover Page.

"Customer-Covered Claim" means a third-party claim arising from Customer's breach or alleged breach of Section 9.1 (Compliance) or 9.2 (High-Risk Activities & Sensitive Data).

"Provider-Covered Claim" means a third-party claim that the Cloud Service, when used by Customer as authorized in this Agreement, infringes or misappropriates a third party's intellectual property rights or a third-party claim stemming from a breach of Provider's duties pertaining to Customer Data.

- 17.4. Procedures.**



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The indemnifying party's obligations in this Section are subject to receiving from the indemnified party: (a) prompt notice of the claim (but delayed notice will only reduce the indemnifying party's obligations to the extent it is prejudiced by the delay), (b) the exclusive right to control the claim's investigation, defense and settlement and (c) reasonable cooperation at the indemnifying party's expense. The indemnifying party may not settle a claim without the indemnified party's prior approval if settlement would require the indemnified party to admit fault or take or refrain from taking any action (except regarding use of the Cloud Service when Provider is the indemnifying party). The indemnified party may participate in a claim with its own counsel at its own expense.

### 17.5. Mitigation.

In response to an infringement or misappropriation claim, if required by settlement or injunction or as Provider determines necessary to avoid material liability, Provider may: (a) procure rights for Customer's continued use of the Cloud Service, (b) replace or modify the allegedly infringing portion of the Cloud Service to avoid infringement, without reducing the Cloud Service's overall functionality or (c) terminate the affected Order and refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term.

### 17.6. Exceptions.

Provider's obligations in this Section 17 do not apply to claims to the extent resulting from (a) modification or unauthorized use of the Cloud Service, (b) use of the Cloud Service in combination with items not provided by Provider, including Third-Party Platforms or (c) Provider Software other than the most recent release, if Provider made available (at no additional charge) a newer release that would avoid infringement.

### 17.7. Exclusive Remedy.

**This Section sets out the indemnified party's exclusive remedy and the indemnifying party's sole liability regarding third-party claims of intellectual property infringement or misappropriation covered by this Section 17.**

## 18. Confidentiality.

### 18.1. Use and Protection.

As recipient, each party will (a) use Confidential Information only to fulfill its obligations and exercise its rights under this Agreement, (b) not disclose Confidential Information to third parties without the discloser's prior approval, except as permitted in this Agreement and (c) protect Confidential Information using at least the same precautions recipient uses for its own similar information and no less than a reasonable standard of care.

### 18.2. Permitted Disclosures.

The recipient may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know (including, for Provider, the subcontractors referenced in Section 22.10), provided it remains responsible for their compliance with this Section 18 and they are bound to confidentiality obligations no less protective than this Section 18.

### 18.3. Exclusions.

These confidentiality obligations do not apply to information that the recipient can document (a) is or becomes public knowledge through no fault of the recipient, (b) it rightfully knew or possessed, without confidentiality restrictions, prior to receipt from the discloser, (c) it rightfully received from a third party without confidentiality restrictions or (d) it independently developed without using or referencing Confidential Information.

### 18.4. Remedies.

Breach of this Section 18 may cause substantial harm for which monetary damages are an insufficient remedy. Upon a breach of this Section, the discloser is entitled to seek appropriate equitable relief, including an injunction, in addition to other remedies.

## 19. Required Disclosures.

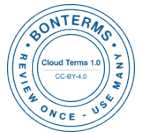
The recipient may disclose Confidential Information (including Customer Data) to the extent required by Laws. If permitted by Law, the recipient will give the discloser reasonable advance notice of the required disclosure and reasonably cooperate, at the discloser's expense, to obtain confidential treatment for the Confidential Information.

## 20. Publicity.

Neither party may publicly announce this Agreement without the other party's prior approval or except as required by Laws.

## 21. Trials and Betas.

Provider may offer optional Trials and Betas. Use of Trials and Betas is permitted only for Customer's internal evaluation during the period designated by Provider on the Order (or if not designated, 30 days). Either party may terminate Customer's use of Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete or include features never



## ContractPodAi

released. **Notwithstanding anything else in this Agreement, Provider offers no warranty, indemnity, SLA or Support for Trials and Betas and its liability for Trials and Betas will not exceed US\$1,000.**

## 22. General Terms.

### 22.1. Assignment.

Neither party may assign this Agreement without the prior consent of the other party, except that either party may assign this Agreement, with notice to the other party, in connection with the assigning party's merger, reorganization, acquisition or other transfer of all or substantially all of its assets or voting securities. Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

### 22.2. Governing Law and Courts.

The Governing Law governs this Agreement and any action arising out of or relating to this Agreement, without reference to conflict of law rules. The parties will adjudicate any such action in the Courts and each party consents to the exclusive jurisdiction and venue of the Courts for these purposes.

### 22.3. Notices.

Except as set out in this Agreement, notices, requests and approvals under this Agreement must be in writing to the addresses on the Cover Page and will be deemed given: (1) upon receipt if by personal delivery, (2) upon receipt if by certified or registered U.S. mail (return receipt requested), (3) one day after dispatch if by a commercial overnight delivery or (4) upon delivery if by email. Either party may update its address with notice to the other.

Provider may also send operational notices through the Cloud Service.

### 22.4. Entire Agreement.

This Agreement is the parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation. Excluding Orders, terms in business forms, purchase orders or quotes used by either party will not amend or modify this Agreement; any such documents are for administrative purposes only. This Agreement may be executed in counterparts (including electronic copies and PDFs), each of which is deemed an original and which together form one and the same agreement.

### 22.5. Order of Precedence.

First any Additional Terms and then Attachments will control in any conflict with these Bonterms Cloud Terms. An Order may not modify any other part of the Agreement unless the Order specifically identifies the provisions that it supersedes.

### 22.6. Amendments.

Any amendments to this Agreement must be in writing and signed by each party's authorized representatives.

### 22.7. Operational Changes.

With notice to Customer, Provider may modify the Support Policy, SLA or Security Measures to reflect new features or changing practices, but the modifications may not be retroactive or materially decrease Provider's overall obligations during a Subscription Term.

### 22.8. Waivers and Severability.

Waivers must be signed by the waiving party's authorized representative and cannot be implied from conduct. If any provision of this Agreement is held invalid, illegal or unenforceable, it will be limited to the minimum extent necessary so the rest of this Agreement remains in effect.

### 22.9. Force Majeure.

Neither party is liable for a delay or failure to perform this Agreement due to a Force Majeure. If a Force Majeure materially adversely affects the Cloud Service for 15 or more consecutive days, either party may terminate the affected Order(s) upon notice to the other and Provider will refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term. However, this Section does not limit Customer's obligations to pay fees owed except that such obligation will abate during any Provider Force Majeure.

### 22.10. Subcontractors.

Provider may use subcontractors and permit them to exercise its rights and fulfill its obligations, but Provider remains responsible for their compliance with this Agreement and for its overall performance under this Agreement. This does not limit any additional terms for subprocessors under a DPA.

### 22.11. Independent Contractors.

The parties are independent contractors, not agents, partners or joint venturers.

### 22.12. No Third-Party Beneficiaries.



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There are no third-party beneficiaries to this Agreement.

### 22.13. Open Source.

Provider Software distributed to Customer (if any) may include third-party open source software (“Open Source”) as listed in the Documentation or by Provider upon request. If Customer elects to use the Open Source on a stand-alone basis, that use is subject to the applicable Open Source license and not this Agreement.

### 22.14. Export.

Each party (a) will comply with all export and import Laws in performing this Agreement and (b) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country subject to a U.S. government embargo or designated by the U.S. government as a “terrorist supporting” country. Customer will not submit to the Cloud Service any data controlled under the U.S. International Traffic in Arms Regulations.

### 22.15. Government Rights.

To the extent applicable, the Cloud Service is “commercial computer software” or a “commercial item” for purposes of FAR 12.212 for and DFARS 227.7202. Use, reproduction, release, modification, disclosure or transfer of the Cloud Service is governed solely by the terms of this Agreement, and all other use is prohibited.

## 23. Definitions.

<p>“<b>Acceptable Use Policy</b>” or “<b>AUP</b>” is defined in Section 9.1 (Compliance).</p>	<p>“<b>Additional Terms</b>” means any additions to or modifications of these Bonterms Cloud Terms that the parties specify on the Cover Page.</p>
<p>“<b>Affiliate</b>” means an entity controlled, controlling or under common control with a party, where control means at least 50% ownership or power to direct an entity’s management.</p>	<p>“<b>Agreement</b>” has the meaning given in Section 1 (The Agreement).</p>
<p>“<b>Attachments</b>” means any attachments, policies or documents that the parties specify on the Cover Page.</p>	<p>“<b>Bonterms Cloud Terms</b>” means these Bonterms Cloud Terms (Version 1.0).</p>
<p>“<b>Cloud Service</b>” means Provider’s proprietary cloud service, as identified in the relevant Order and as modified from time to time. The Cloud Service includes the Provider Software and Documentation but not Professional Services deliverables or Third-Party Platforms.</p>	<p>“<b>Confidential Information</b>” means information disclosed by or on behalf of one party (as discloser) to the other party (as recipient) under this Agreement, in any form, which (a) the discloser identifies to recipient as “confidential” or “proprietary” or (b) should be reasonably understood as confidential or proprietary due to its nature and the circumstances of its disclosure. Provider’s Confidential Information includes technical or performance information about the Cloud Service, and Customer’s Confidential Information includes Customer Data. Information on the Cover Page is each party’s Confidential Information.</p>
<p>“<b>Cover Page</b>” means a Bonterms cover page or other document that (a) incorporates these Bonterms Cloud Terms by reference, (b) specifies the Key Terms and any Additional Terms and incorporates any Attachments and (c) is signed by Customer and Provider.</p>	<p>“<b>Customer</b>” means the party identified as “Customer” on the Cover Page.</p>
<p>“<b>Customer Data</b>” means any data, content or materials that Customer (including its Users) submits to its Cloud Service accounts, including from Third-Party Platforms.</p>	<p>“<b>Customer Materials</b>” means materials and resources that Customer makes available to Provider in connection with Professional Services.</p>
<p>“<b>Data Protection Addendum</b>” or “<b>DPA</b>” is defined in Section 5.3 (DPA).</p>	<p>“<b>Documentation</b>” means Provider’s standard usage documentation for the Cloud Service.</p>
<p>“<b>Force Majeure</b>” means an unforeseen event beyond a party’s reasonable control, such as a strike, blockade, war, pandemic, act of terrorism, riot, third-party Internet or utility failure, refusal of government license or natural disaster, where the affected party takes reasonable and customary measures to avoid or mitigate such event’s effects.</p>	<p>“<b>High Risk Activities</b>” means activities where use or failure of the Cloud Service could lead to death, personal injury or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles or air traffic control.</p>
<p>“<b>Key Terms</b>” means Effective Date, Governing Law, Courts or other terms specified by the parties as “Key Terms” on the Cover Page.</p>	<p>“<b>Laws</b>” means all laws, regulations, rules, court orders or other binding requirements of a government authority that apply to a party.</p>
<p>“<b>Order</b>” means an order for Customer’s access to the Cloud Service, Support, Professional Services or related services that is executed by the parties and references this Agreement.</p>	<p>“<b>Personal Data</b>” means Customer Data relating to an identified or identifiable natural person.</p>
<p>“<b>Professional Services</b>” means training, migration or other professional services that Provider furnishes to Customer related to the Cloud Service.</p>	<p>“<b>Provider</b>” means the party identified as “Provider” on the Cover Page.</p>



<p><b>“Provider Software”</b> means any proprietary apps or software that Provider distributes to Customer as part of the Cloud Service.</p>	<p><b>“Sensitive Data”</b> means (a) patient, medical or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) (“HIPAA”), (b) credit, debit, bank account or other financial account numbers, (c) social security numbers, driver’s license numbers or other government ID numbers and (d) special categories of data enumerated in European Union Regulation 2016/679, Article 9(1) or any successor legislation.</p>
<p><b>“Service Level Agreement” or “SLA”</b> is defined in Section 7.2 (SLA).</p>	<p><b>“Statement of Work”</b> means a statement of work for Professional Services that is executed by the parties and references this Agreement.</p>
<p><b>“Subscription Term”</b> means the term for Customer’s use of the Cloud Service as identified in an Order.</p>	<p><b>“Support”</b> means support for the Cloud Service as described in Section 7.1 (Support).</p>
<p><b>“Support Policy”</b> is defined in Section 7.1 (Support).</p>	<p><b>“Third-Party Platform”</b> means any product, add-on or platform not provided by Provider that Customer uses with the Cloud Service.</p>
<p><b>“Trials and Betas”</b> mean access to the Cloud Service (or Cloud Service features) on a free, trial, beta or early access basis.</p>	<p><b>“Usage Data”</b> means Provider’s technical logs, data and learnings about Customer’s use of the Cloud Service, but excluding Customer Data.</p>
<p><b>“User”</b> means anyone that Customer allows to use its accounts for the Cloud Service, who may include (a) employees, advisors and contractors of Customer and its Affiliates and (b) others if permitted in this Agreement, the Documentation or an Order.</p>	<p><b>“Virus”</b> means viruses, malicious code or similar harmful materials.</p>

# Annex A: ContractPodAi Support Policy and Service Level Agreement

## Introduction & Definitions

Subject to the Agreement and payment of your Subscription Fees, we will allow you to access and use the Cloud Service and receive the Support Services specified in this Annex A. If we use a capitalized term in this Support and Service Level Policy—and it is not defined otherwise in this Support and Service Level Policy—then it has the same meaning as in the Master Terms. The following are additional definitions:

- **“Service Failure”** means a verifiable failure of the Cloud Service that you have demonstrated or documented to us (categorized as P1, P2 or P3 as per the priority matrix below).
- **“Support Desk”** means our helpdesk to be contacted in the event of a Service Failure which is available 24/7/365.
- **“Support Plan”** means our Standard, Gold or Platinum plans. Your Plan is set out in the Order Form.
- **“Support Request”** means a request for support that is not related to a Service Failure.
- **“Support Services”** means the applicable support services described in this Service Level Policy.
- **“Target Resolution Time”** means the estimated time to resolve a Service Failure.
- **“Working Hours”** means 8am – 6pm on business days in the territory of your head office as set out in the Order Form.

*Note: Working Hours are only applicable to Standard Support Plan customers; for Gold and Platinum Support Plan Customers, Support Desk operation and Target Resolution Times are based on 24/7/365.*

## Scope of Support Services

### Support Requests

You will have a designated Customer Success Manager whose contact information will be shared with you.

Support Requests should be sent to our general Customer Support mailbox ([support@contractpodai.com](mailto:support@contractpodai.com)) or access other resources that we may make available for assistance with the Cloud Service.

Depending on the nature and scope of the Support Request, we may classify it as an upgrade, enhancement, configuration change, or other fee-based modification of your Cloud Service. In that event, we will provide a detailed quotation and scope of work prior to acting upon your Support Request.

Examples of Support Requests include issues that are technical questions or issues requiring a “how-to” or “how do I” answer (e.g.: clarification of procedures or information in documentation; assistance with understanding or modifying system attributes or options; correcting issues with documentation or training materials; or issues with data migration). This also includes lower priority functional or visual changes.

Your cooperation, including information and materials reasonably required by us to provide such Support Services, will be necessary to permit us to address Support Requests that you submit.

### Service Failures

In the event of a Service Failure, you should immediately contact us via the Support Desk Portal, details of which will be supplied to you. The Support Desk Portal is monitored 24/7/365 for Gold and Platinum Support Customers and during Working House for Standard Support Customers. In addition, Platinum Support Plan customers will also be supplied with telephone contact details of the Support Desk.

To assist us in resolving Service Failures, you must (a) provide all information and materials reasonably required to permit us to investigate, diagnose, address, and correct each Service Failure, and (b) make sure that all applications, data, interfaces, tools, software, hardware, and equipment within your control that are used in conjunction with the Cloud Service are properly maintained and functioning.

We will seek to meet any estimated completion times we provide including the Target Resolution Times specified below. For Standard Support Plan Customers, the Support Desk will only respond during Working Hours.

## Maintenance and Updates

We will use reasonable efforts to notify you in advance of any unscheduled maintenance and updates (including urgent or emergency maintenance). Scheduled maintenance and updates will take place at weekends, and we will provide at least 5 days’ notice of any scheduled maintenance or updates that may result in any downtime.

## Uptime Availability

The Cloud Service will be up and available **with substantially full functionality** twenty-four hours a day, seven days per week (24x7) basis at a rate of at least the amount set out below, depending on your Support Plan (“Uptime Availability”).

Standard: 99.00%	Gold: 99.5%	Platinum: 99.9%
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Downtime due to scheduled maintenance and upgrades as set out above is excluded from any calculation of availability. If the Uptime Availability is not achieved in any three consecutive months or four out of any six consecutive months you may terminate this Agreement with no penalty and we will refund your pre-paid but unused fees. For any month that Standard is not achieved, you will receive a credit of 5% of the fees attributable to that month. For any month that 95% is not achieved, you will receive a credit of 10% of the fees attributable to that month. For any month that 90% is not achieved, you will receive a credit of 50% of the fees attributable to that month.

## Service Failure Priorities

We prioritize Service Failures in accordance with the priority matrix below:

<b>Critical/Crash (P1)</b>	A crisis has occurred - a major operational function becomes unusable (such as the document repository being completely inaccessible after login). If the Cloud Service is completely unavailable and cannot be reached, this will be calculated as part of our Uptime Availability and not as a Service Failure.
<b>High Severity (P2)</b>	Any problem imperative to continued success and requiring prompt resolution (e.g.: production system is functioning, but the capabilities become seriously impaired (such as the ability to generate templates or a failure of an integration via API) or the system becomes unstable with periodic interruptions).
<b>Medium Severity (P3)</b>	These is a problem that occurs which needs to be resolved as quickly as possible, but workarounds are available (for example: email send fails when creating an invitation email for the third-party review functionality, but an invite link may still be generated and sent by the user).
<b>Configuration Issues and Changes</b>	Configuration issues or requests to change the configuration of the Cloud Service will not be considered Service Failures unless we have materially failed to comply with the implementation SOW or a change order.

The following table outlines the urgency of response that we will apply to resolve a Service Failure, based on its Priority Level:

PRIORITY	URGENCY OF RESPONSE	TARGET RESOLUTION TIME		
		STANDARD	GOLD	PLATINUM
<b>P1</b>	Using all necessary and available resources until functionality is restored	2 Working Days	1 Working Day	8 Hours
<b>P2</b>	Prompt response to assess the situation, staff may be reassigned from lower priority jobs	5 Working Days	3 Calendar Days	2 Calendar Days
<b>P3</b>	Response using standard procedures and operating within the normal frameworks	30 Calendar Days	14 Calendar Days	7 Calendar Days

1. Kindly note that, to address an issue, a new code release may be necessary. For P1 and P2 issues, if a patch is required, we will address with a “hotfix” as soon as practical. For a P3 issue we will generally address in our next scheduled release. Scheduled releases generally take place every 12 weeks.

2. Progress against Target Resolution Times will be measured from the time that all relevant information has been received from you to investigate the Service Failure. If we fail to meet the target resolution time for P1 or P2 Service Failures in three (3) consecutive months, or in four (4) out of any six (6) consecutive months, you may terminate this Agreement upon thirty (30) days’ written notice. Upon such termination, your sole and exclusive remedy will be a refund of any pre-paid but unused Subscription Fees. Prior to any refund, any

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remedies shall include the cure of any technical issue, breach, or other aspect that resulted in the system failure, and any refund will follow the guidelines laid out in Section 14.4.

## Exclusions

We are not responsible for resolving Service Failures that result from any of the following:

- Any modification, repair, or addition to the Cloud Service made by any person other than us or authorized by us;
- Any fault or error in any equipment or in any third-party software used by you in conjunction with the Cloud Service (except for a fault in an API or connector supplied by us, in which case such fault will be treated as a Service Failure). Where a fault occurs with third-party software and/or equipment integrated with or connected to the Cloud Service, we will provide reasonable technical assistance regarding the Cloud Service to enable you to reconnect or re-integrate such third-party software or equipment; and
- Faults or unavailability caused by a Force Majeure Event or circumstances beyond our reasonable control.

## General Support Terms for API-only Integrations

The following terms apply to all API-only Integrations:

- Provider will supply comprehensive API documentation and Swagger specifications (technical descriptions of each API endpoint); Customer should thoroughly review these materials before requesting technical assistance.
- API support via videoconference or teleconference becomes available only after Customer has attempted implementation using the provided documentation. Customer must demonstrate specific issues or errors encountered during their implementation attempts.
- Customer must provide a clear description of their integration objectives in order to help Provider's support team understand the context and provide relevant assistance.
- API support addresses specific questions about API structure, payloads, and responses as they exist. Support team cannot provide custom integration development or implementation of Customer's specific use cases; assistance is limited to explaining how to use the existing APIs as designed.
- Provider's development team cannot access Customer's production systems or credentials and demonstrations and troubleshooting will use test environments (QA/UAT) only.
- Support for API-only Integrations are limited to a maximum of 10 hours unless otherwise agreed or specified.



# Annex B: Bonterms Data Processing Addendum

**DPA Setup Page**

The DPA includes the contents of this DPA Setup Page, including the Key Terms, Schedules and any Additional Terms set forth below. Capitalized terms not defined in this DPA Setup Page have the meanings given in the Data Protection Addendum.

**Key Terms**

<b>Agreement</b>	This DPA is an Attachment to the Order Form and Agreement between Multi-Color Corporation (“Customer”) and ContractPod Technologies Inc. (“Provider”), with ContractPodAi Request ID: #906570.
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<b>DPA Effective Date</b>	Effective the date of the referenced Order Form and Agreement between Customer and Provider.
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	<b>Sub-Processor</b>	<b>Purpose</b>	<b>Location</b>	<b>Products Used In</b>
<b>Subprocessor List†</b>	<b>ABBY OCR SDK</b>	Converting pdf and scanned document in a format acceptable to IBM Watson for AI processing	EU	CLM
	<b>Anthropic PBC</b>	Leah Functionality (no Customer Data is stored or retained by Anthropic)	USA Japan EU / UK	Leah
	<b>Cohere, Inc.</b>	Leah Functionality (no Customer Data is stored or retained by Cohere)	Canada USA EU / UK Japan	Leah
	<b>ContractPod Solutions Pvt. Ltd.</b>	Services & Support	Republic of India	All (When Necessary)
	<b>ContractPod Technologies (Asia Pacific) Pty. Ltd.</b>	Services & Support	Australia	All (When Necessary)
	<b>ContractPod Technologies Inc.</b>	Services & Support	United States of America	All (When Necessary)
	<b>ContractPod Technologies Ltd.</b>	Services & Support	United Kingdom Canada	All (When Necessary)
	<b>DocuSign or Adobe Inc.</b>	Electronic signature	EU USA	CLM
	<b>Google AI/ML; Google Cloud</b>	Leah Functionality (no Customer Data is stored or retained by Google); Data hosting for Google Cloud Customers	USA Japan EU / CH / UK	Leah
	<b>Jitterbit</b>	API connectivity for non-standard integrations.	EU US	CLM

† Not all subprocessors will be applicable to all ContractPodAi customers. For example, depending on your eSignature solution, either DocuSign or AdobeSign will be used, to the exclusion of the other.



	<b>Microsoft Azure Services</b>	Data Hosting, Translation, Microsoft Office Services (if using WOPI services)	EU USA Australia	CLM Leah
	<b>OpenAI LLC</b>	Leah Functionality (no Customer Data is stored or retained by OpenAI)	USA Japan EU / CH	Leah
	<b>QlikTech International AB</b>	Reporting and Graphing for DeepSights	Ireland, Frankfurt, London (UK/EU/CH) USA Australia, Singapore (APAC)	CLM
	<b>Sendgrid</b>	Email Send Service	USA	CLM
	<b>ZOHO Corporation Pvt. Ltd.</b>	Document collaboration (if using ZOHO services)	EU	CLM
	<b>Zuva Inc.</b>	Document Intelligence	USA Japan EU	CLM

**Schedules *(attach)***

The following Schedules are incorporated into this DPA:

<b>Schedule 1: Subject Matter and Details of Processing</b>	
<b>Schedule 2: Technical and Organizational Measures</b>	
<b>Schedule 3: Cross-Border Transfer Mechanisms</b>	
<b>Schedule 4: Region-Specific Terms</b>	

**Additional Terms**

The following additions to or modifications of the Bonterms Data Protection Addendum are agreed by the parties and control in the event of any conflicts:

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# Bonterms Data Protection Addendum (DPA) (Version 1.0)

This Data Protection Addendum (“**DPA**”) is an Attachment to the **Agreement**. Customer and Provider enter into this DPA by executing a DPA Setup Page. Capitalized terms not defined in this DPA are defined in the Agreement or DPA Setup Page.

**1. Definitions.**

- 1.1. “**Agreement**” means the Agreement between Customer and Provider incorporating the Bonterms Cloud Terms which is specified on the DPA Setup Page.
- 1.2. “**Audit**” and “**Audit Parameters**” are defined in Section 9.3 below.
- 1.3. “**Audit Report**” is defined in Section 9.2 below.
- 1.4. “**Controller**” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of Processing of Personal Data.
- 1.5. “**Customer Instructions**” is defined in Section 3.1 below.
- 1.6. “**Customer Personal Data**” means Personal Data in Customer Data (as defined in the Agreement).
- 1.7. “**Data Protection Laws**” means all laws and regulations applicable to the Processing of Customer Personal Data under the Agreement, including, as applicable: (i) the California Consumer Privacy Act, as amended by the California Privacy Rights Act, and any binding regulations promulgated thereunder (“**CCPA**”), (ii) the General Data Protection Regulation (Regulation (EU) 2016/679) (“**EU GDPR**” or “**GDPR**”), (iii) the Swiss Federal Act on Data Protection (“**FADP**”), (iv) the EU GDPR as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the “**UK GDPR**”) and (v) the UK Data Protection Act 2018; in each case, as updated, amended or replaced from time to time.
- 1.8. “**Data Subject**” means the identified or identifiable natural person to whom Customer Personal Data relates.
- 1.9. “**DPA Effective Date**” is specified on the DPA Setup Page.
- 1.10. “**DPA Setup Page**” means a separate document executed by Customer and Provider which causes this DPA to become an Attachment to their Agreement.
- 1.11. “**EEA**” means European Economic Area.
- 1.12. “**Key Terms**” means Agreement, DPA Effective Date and Subprocessor List as specified by the parties on the DPA Setup Page.
- 1.13. “**Personal Data**” means information about an identified or identifiable natural person or which otherwise constitutes “personal data”, “personal information”, “personally identifiable information” or similar terms as defined in Data Protection Laws.
- 1.14. “**Processing**” and inflections thereof refer to any operation or set of operations that is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 1.15. “**Processor**” means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller.
- 1.16. “**Restricted Transfer**” means: (i) where EU GDPR applies, a transfer of Customer Personal Data from the EEA to a country outside the EEA that is not subject to an adequacy determination, (ii) where UK GDPR applies, a transfer of Customer Personal Data from the United Kingdom to any other country that is not subject to an adequacy determination or (iii) where FADP applies, a transfer of Customer Personal Data from Switzerland to any other country that is not subject to an adequacy determination.
- 1.17. “**Schedules**” means one or more schedules incorporated by the parties in their DPA Setup Page. The default Schedules for this DPA are:

Schedule 1	Subject Matter and Details of Processing
Schedule 2	Technical and Organizational Measures
Schedule 3	Cross-Border Transfer Mechanisms
Schedule 4	Region-Specific Terms

- 1.18. “**Security Incident**” means any breach of security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data being Processed by Provider.
- 1.19. “**Specified Notice Period**” is 48 hours.



1.20. “**Subprocessor**” means any third party authorized by Provider to Process any Customer Personal Data.

1.21. “**Subprocessor List**” means the list of Provider’s Subprocessors as identified or linked to on the DPA Setup Page.

## 2. Scope and Duration.

2.1. Roles of the Parties. This DPA applies to Provider as a Processor of Customer Personal Data and to Customer as a Controller or Processor of Customer Personal Data.

2.2. Scope of DPA. This DPA applies to Provider’s Processing of Customer Personal Data under the Agreement to the extent such Processing is subject to Data Protection Laws. This DPA is governed by the governing law of the Agreement unless otherwise required by Data Protection Laws.

2.3. Duration of DPA. This DPA commences on the **DPA Effective Date** and terminates upon expiration or termination of the Agreement (or, if later, the date on which Provider has ceased all Processing of Customer Personal Data).

2.4. Order of Precedence. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) any Standard Contractual Clauses or other measures to which the parties have agreed in Schedule 3 (Cross-Border Transfer Mechanisms) or Schedule 4 (Region-Specific Terms), (2) this DPA and (3) the Agreement. To the fullest extent permitted by Data Protection Laws, any claims brought in connection with this DPA (including its Schedules) will be subject to the terms and conditions, including, but not limited to, the exclusions and limitations, set forth in the Agreement.

## 3. Processing of Personal Data.

### 3.1. Customer Instructions.

(a) Provider will Process Customer Personal Data as a Processor only: (i) in accordance with Customer Instructions or (ii) to comply with Provider’s obligations under applicable laws, subject to any notice requirements under Data Protection Laws.

(b) “**Customer Instructions**” means: (i) Processing to provide the Cloud Service and perform Provider’s obligations in the Agreement (including this DPA) and (ii) other reasonable documented instructions of Customer consistent with the terms of the Agreement.

(c) Details regarding the Processing of Customer Personal Data by Provider are set forth in Schedule 1 (Subject Matter and Details of Processing).

(d) Provider will notify Customer if it receives an instruction that Provider reasonably determines infringes Data Protection Laws (but Provider has no obligation to actively monitor Customer’s compliance with Data Protection Laws).

### 3.2. Confidentiality.

(a) Provider will protect Customer Personal Data in accordance with its confidentiality obligations as set forth in the Agreement.

(b) Provider will ensure personnel who Process Customer Personal Data either enter into written confidentiality agreements or are subject to statutory obligations of confidentiality.

### 3.3. Compliance with Laws.

(a) Provider and Customer will each comply with Data Protection Laws in their respective Processing of Customer Personal Data.

(b) Customer will comply with Data Protection Laws in its issuing of Customer Instructions to Provider. Customer will ensure that it has established all necessary lawful bases under Data Protection Laws to enable Provider to lawfully Process Customer Personal Data for the purposes contemplated by the Agreement (including this DPA), including, as applicable, by obtaining all necessary consents from, and giving all necessary notices to, Data Subjects.

3.4. Changes to Laws. The parties will work together in good faith to negotiate an amendment to this DPA as either party reasonably considers necessary to address the requirements of Data Protection Laws from time to time.

## 4. Subprocessors.

### 4.1. Use of Subprocessors.

(a) Customer generally authorizes Provider to engage Subprocessors to Process Customer Personal Data. Customer further agrees that Provider may engage its Affiliates as Subprocessors.

(b) Provider will: (i) enter into a written agreement with each Subprocessor imposing data Processing and protection obligations substantially the same as those set out in this DPA and (ii) remain liable for compliance with the obligations of this DPA and for any acts or omissions of a Subprocessor that cause Provider to breach any of its obligations under this DPA.

4.2. Subprocessor List. Provider will maintain an up-to-date list of its Subprocessors, including their functions and locations, as specified in the **Subprocessor List**.

4.3. Notice of New Subprocessors. Provider may update the **Subprocessor List** from time to time. At least 30 days before any new



Subprocessor Processes any Customer Personal Data, Provider will add such Subprocessor to the **Subprocessor List** and notify Customer through email or other means specified on the DPA Setup Page.

#### 4.4. Objection to New Subprocessors.

- (a) If, within 30 days after notice of a new Subprocessor, Customer notifies Provider in writing that Customer objects to Provider's appointment of such new Subprocessor based on reasonable data protection concerns, the parties will discuss such concerns in good faith.
- (b) If the parties are unable to reach a mutually agreeable resolution to Customer's objection to a new Subprocessor, Customer, as its sole and exclusive remedy, may terminate the Order for the affected Cloud Service for convenience and Provider will refund any prepaid, unused fees for the terminated portion of the Subscription Term.

### 5. Security.

5.1. Security Measures. Provider will implement and maintain reasonable and appropriate technical and organizational measures, procedures and practices, as appropriate to the nature of the Customer Personal Data, that are designed to protect the security, confidentiality, integrity and availability of Customer Personal Data and protect against Security Incidents, in accordance with Provider's Security Measures referenced in the Agreement and as further described in Schedule 2 (Technical and Organizational Measures). Provider will regularly monitor its compliance with its Security Measures and Schedule 2 (Technical and Organizational Measures).

#### 5.2. Incident Notice and Response.

- (a) Provider will implement and follow procedures to detect and respond to Security Incidents.
- (b) Provider will: (i) notify Customer without undue delay and, in any event, not later than the Specified Notice Period, after becoming aware of a Security Incident affecting Customer and (ii) make reasonable efforts to identify the cause of the Security Incident, mitigate the effects and remediate the cause to the extent within Provider's reasonable control.
- (c) Upon Customer's request and taking into account the nature of the applicable Processing, Provider will assist Customer by providing, when available, information reasonably necessary for Customer to meet its Security Incident notification obligations under Data Protection Laws.
- (d) Customer acknowledges that Provider's notification of a Security Incident is not an acknowledgement by Provider of its fault or liability.
- (e) Security Incidents do not include unsuccessful attempts or activities that do not compromise the security of Customer Personal Data, including unsuccessful login attempts, pings, port scans, denial of service attacks or other network attacks on firewalls or networked systems.

#### 5.3. Customer Responsibilities.

- (a) Customer is responsible for reviewing the information made available by Provider relating to data security and making an independent determination as to whether the Cloud Service meets Customer's requirements and legal obligations under Data Protection Laws.
- (b) Customer is solely responsible for complying with Security Incident notification laws applicable to Customer and fulfilling any obligations to give notices to government authorities, affected individuals or others relating to any Security Incidents.

6. **Data Protection Impact Assessment.** Upon Customer's request and taking into account the nature of the applicable Processing, to the extent such information is available to Provider, Provider will assist Customer in fulfilling Customer's obligations under Data Protection Laws to carry out a data protection impact or similar risk assessment related to Customer's use of the Cloud Service, including, if required by Data Protection Laws, by assisting Customer in consultations with relevant government authorities.

### 7. Data Subject Requests.

7.1. Assisting Customer. Upon Customer's request and taking into account the nature of the applicable Processing, Provider will assist Customer by appropriate technical and organizational measures, insofar as possible, in complying with Customer's obligations under Data Protection Laws to respond to requests from individuals to exercise their rights under Data Protection Laws, provided that Customer cannot reasonably fulfill such requests independently (including through use of the Cloud Service).

7.2. Data Subject Requests. If Provider receives a request from a Data Subject in relation to the Data Subject's Customer Personal Data, Provider will notify Customer and advise the Data Subject to submit the request to Customer (but not otherwise communicate with the Data Subject regarding the request except as may be required by Data Protection Laws), and Customer will be responsible for responding to any such request.

### 8. Data Return or Deletion.

8.1. During Subscription Term. During the Subscription Term, Customer may, through the features of the Cloud Service or such other means specified on the DPA Setup Page, access, return to itself or delete Customer Personal Data.

8.2. Post Termination.



- (a) Following termination or expiration of the Agreement, Provider will, in accordance with its obligations under the Agreement, delete all Customer Personal Data from Provider's systems.
- (b) Deletion will be in accordance with industry-standard secure deletion practices. Provider will issue a certificate of deletion upon Customer's request.
- (c) Notwithstanding the foregoing, Provider may retain Customer Personal Data: (i) as required by Data Protection Laws or (ii) in accordance with its standard backup or record retention policies, provided that, in either case, Provider will (x) maintain the confidentiality of, and otherwise comply with the applicable provisions of this DPA with respect to, retained Customer Personal Data and (y) not further Process retained Customer Personal Data except for such purpose(s) and duration specified in such applicable Data Protection Laws.

## 9. Audits.

9.1. Provider Records Generally. Provider will keep records of its Processing in compliance with Data Protection Laws and, upon Customer's request, make available to Customer any records reasonably necessary to demonstrate compliance with Provider's obligations under this DPA and Data Protection Laws.

9.2. Third-Party Compliance Program.

- (a) Provider will describe its third-party audit and certification programs (if any) and make summary copies of its audit reports (each, an "**Audit Report**") available to Customer upon Customer's written request at reasonable intervals (subject to confidentiality obligations).
- (b) Customer may share a copy of Audit Reports with relevant government authorities as required upon their request.
- (c) Customer agrees that any audit rights granted by Data Protection Laws will be satisfied by Audit Reports and the procedures of Section 9.3 (Customer Audit) below.

9.3. Customer Audit.

- (a) Subject to the terms of this Section 9.3, Customer has the right, at Customer's expense, to conduct an audit of reasonable scope and duration pursuant to a mutually agreed-upon audit plan with Provider that is consistent with the Audit Parameters (an "**Audit**").
- (b) Customer may exercise its Audit right: (i) to the extent Provider's provision of an Audit Report does not provide sufficient information for Customer to verify Provider's compliance with this DPA or the parties' compliance with Data Protection Laws, (ii) as necessary for Customer to respond to a government authority audit or (iii) in connection with a Security Incident.
- (c) Each Audit must conform to the following parameters ("**Audit Parameters**"): (i) be conducted by an independent third party that will enter into a confidentiality agreement with Provider, (ii) be limited in scope to matters reasonably required for Customer to assess Provider's compliance with this DPA and the parties' compliance with Data Protection Laws, (iii) occur at a mutually agreed date and time and only during Provider's regular business hours, (iv) occur no more than once annually (unless required under Data Protection Laws or in connection with a Security Incident), (v) cover only facilities controlled by Provider, (vi) restrict findings to Customer Personal Data only and (vii) treat any results as confidential information to the fullest extent permitted by Data Protection Laws.

## 10. Cross-Border Transfers/Region-Specific Terms.

10.1. Cross-Border Data Transfers.

- (a) Provider (and its Affiliates) may Process and transfer Customer Personal Data globally as necessary to provide the Cloud Service.
- (b) If Provider engages in a Restricted Transfer, it will comply with Schedule 3 (Cross-Border Transfer Mechanisms).

10.2. Region-Specific Terms. To the extent that Provider Processes Customer Personal Data protected by Data Protection Laws in one of the regions listed in Schedule 4 (Region-Specific Terms), then the terms specified therein with respect to the applicable jurisdiction(s) will apply in addition to the terms of this DPA.



## Schedule 1: Subject Matter and Details of Processing

### Customer / 'Data Exporter' Details

<b>Name:</b>	<b>Customer, as specified in the Order Form.</b>
<b>Contact details for data protection:</b>	The individual and/or email specified in the Cover Page or the Order Form, as applicable.
<b>Main address:</b>	The Customer's address specified in the Cover Page or the Order Form, as applicable.
<b>Role:</b>	Controller

### Provider / 'Data Importer' Details

<b>Name:</b>	<b>Provider, as specified in the Order Form.</b>
<b>Contact details for data protection:</b>	Name: ContractPodAi Privacy & Security Team Email: <a href="mailto:privacy@contractpodai.com">privacy@contractpodai.com</a>
<b>Main address:</b>	The Provider's address, as specified in the Cover Page or the Order Form, as applicable.
<b>Provider activities:</b>	Provider offers legal technology services including contract lifecycle management, document storage, document analysis, and other technologies for support of Customer's activities.
<b>Role:</b>	Processor

### Details of Processing

<b>Categories of Data Subjects:</b>	The individuals whose personal data will be processed are fully determined by the Controller, and may include the following: <ul style="list-style-type: none"> <li>Prospects, customers, business partners and vendors of Customer (who are natural persons)</li> <li>Employees or contact persons of Customer's prospects, customers, business partners and vendors,</li> <li>Employees, agents, advisors, freelancers of Customer (who are natural persons)</li> </ul>
<b>Categories of Customer Personal Data:</b>	The types of personal data processed — the extent of which is determined and controlled by Controller in its sole discretion — may include: <ul style="list-style-type: none"> <li>First and last name</li> <li>Title</li> <li>Position</li> <li>Employer</li> <li>Contact information (company, email, phone, physical business address)</li> <li>Identification Data (notably email addresses and phone numbers)</li> <li>Electronic identification data (notably IP addresses and mobile device IDs)</li> </ul>
<b>Sensitive Categories of Data and additional associated restrictions/safeguards:</b>	NONE.
<b>Frequency of transfer:</b>	The Processing will continue until the expiration or termination of the Main Agreement.
<b>Nature of the Processing:</b>	Processor will process personal data as necessary to perform the Cloud Service pursuant to the Order Form, the Agreement, and as further instructed by the Controller in its use of the Cloud Service.
<b>Purpose of the Processing:</b>	Performance of the Cloud Services pursuant to the applicable Order Form and the Main Agreement.



<p><b>Duration of Processing / retention period:</b></p>	<p>Processing will continue until the expiration or termination of the Agreement.</p> <p>In accordance with the timeframes specified in the Agreement, Processor will securely destroy (in accordance with standard industry practices for deletion of personal data) all copies of Controller’s personal data.</p> <p>Upon Controller’s request, Processor will promptly deliver to Controller an export of Controller’s personal data (in CSV or similar format) within thirty (30) calendar days and, if Customer also requests deletion of Controller’s personal data, will carry that out as set forth above.</p> <p>Tapes, printed output, optical disks, and other physical media will be physically destroyed by a secure method and by a recognized provider.</p>
<p><b>Transfers to Subprocessors:</b></p>	<p>Standard Contractual Clauses approved by the European Commission Decision of 4 June 2021 (as amended from time to time), for the transfer of personal data from the EEA or adequate country to a third country.</p> <p>International Data Transfer Addendum issued by the United Kingdom’s Information Commissioner’s Office under Section 119A of the Data Protection Act 2018, effective from 21 March 2022.</p>

## Schedule 2: Technical and Organizational Measures

Please visit <https://contractpodai.com/resources/security-information-datasheet/> for the latest Provider security information datasheet. Provider may modify the Security Information Datasheet or Provider’s information security and privacy measures to reflect new technical and organizational measures or changing practices, but the modifications may not be retroactive or materially decrease Provider’s overall obligations during a Subscription Term.

## Schedule 3: Cross-Border Transfer Mechanisms

1. **Definitions.** Capitalized terms not defined in this Schedule are defined in the DPA.
  - 1.1. **“EU Standard Contractual Clauses”** or **“EU SCCs”** means the Standard Contractual Clauses approved by the European Commission in decision 2021/914.
  - 1.2. **“UK International Data Transfer Agreement”** means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner, Version B1.0, in force as of March 21, 2022.
  - 1.3. In addition:

<p><b>“Designated EU Governing Law”</b> means:</p>	<p>Republic of Ireland</p>
<p><b>“Designated EU Member State”</b> means:</p>	<p>Republic of Ireland</p>

2. **EU Transfers.** Where Customer Personal Data is protected by EU GDPR and is subject to a Restricted Transfer, the following applies:
  - 2.1. The EU SCCs are hereby incorporated by reference as follows:
    - (a) Module 2 (Controller to Processor) applies where Customer is a Controller of Customer Personal Data and Provider is a Processor of Customer Personal Data;
    - (b) Module 3 (Processor to Processor) applies where Customer is a Processor of Customer Personal Data (on behalf of a third-party Controller) and Provider is a Processor of Customer Personal Data;
    - (c) Customer is the "data exporter" and Provider is the "data importer"; and
    - (d) by entering into this DPA, each party is deemed to have signed the EU SCCs (including their Annexes) as of the DPA Effective Date.
  - 2.2. For each Module, where applicable the following applies:



- (a) the optional docking clause in Clause 7 does not apply;
  - (b) in Clause 9, Option 2 will apply, the minimum time period for prior notice of Subprocessor changes shall be as set out in Section 4.3 of this DPA, and Provider shall fulfill its notification obligations by notifying Customer of any Subprocessor changes in accordance with Section 4.3 of this DPA;
  - (c) in Clause 11, the optional language does not apply;
  - (d) in Clause 13, all square brackets are removed with the text remaining;
  - (e) in Clause 17, Option 1 will apply, and the EU SCCs will be governed by Designated EU Governing Law;
  - (f) in Clause 18(b), disputes will be resolved before the courts of the Designated EU Member State;
  - (g) Schedule 1 (Subject Matter and Details of Processing) to this DPA contains the information required in Annex 1 of the EU SCCs; and
  - (h) Schedule 2 (Technical and Organizational Measures) to this DPA contains the information required in Annex 2 of the EU SCCs.
- 2.3. Where context permits and requires, any reference in this DPA to the EU SCCs shall be read as a reference to the EU SCCs as modified in the manner set forth in this Section 2.
3. **Swiss Transfers.** Where Customer Personal Data is protected by the FADP and is subject to a Restricted Transfer, the following applies:
- 3.1. The EU SCCs apply as set forth in Section 2 (EU Transfers) of this Schedule 3 with the following modifications:
- (a) in Clause 13, the competent supervisory authority shall be the Swiss Federal Data Protection and Information Commissioner;
  - (b) in Clause 17 (Option 1), the EU SCCs will be governed by the laws of Switzerland;
  - (c) in Clause 18(b), disputes will be resolved before the courts of Switzerland;
  - (d) the term Member State must not be interpreted in such a way as to exclude Data Subjects in Switzerland from enforcing their rights in their place of habitual residence in accordance with Clause 18(c); and
  - (e) all references to the EU GDPR in this DPA are also deemed to refer to the FADP.
4. **UK Transfers.** Where Customer Personal Data is protected by the UK GDPR and is subject to a Restricted Transfer, the following applies:
- 4.1. The EU SCCs apply as set forth in Section 2 (EU Transfers) of this Schedule 3 with the following modifications:
- (a) each party shall be deemed to have signed the “UK Addendum to the EU Standard Contractual Clauses” (“**UK Addendum**”) issued by the Information Commissioner’s Office under section 119 (A) of the Data Protection Act 2018;
  - (b) the EU SCCs shall be deemed amended as specified by the UK Addendum in respect of the transfer of Customer Personal Data;
  - (c) in Table 1 of the UK Addendum, the parties’ key contact information is located in Schedule 1 (Subject Matter and Details of Processing) to this DPA;
  - (d) in Table 2 of the UK Addendum, information about the version of the EU SCCs, modules and selected clauses which this UK Addendum is appended to are located above in this Schedule 3;
  - (e) in Table 3 of the UK Addendum:
    - (i) the list of parties is located in Schedule 1 (Subject Matter and Details of Processing) to this DPA;
    - (ii) the description of transfer is located in Schedule 1 (Subject Matter and Details of Processing) to this DPA;
    - (iii) Annex II is located in Schedule 2 (Technical and Organizational Measures) to this DPA; and
    - (iv) the list of Subprocessors is located in Schedule 1 (Subject Matter and Details of Processing) to this DPA.
  - (f) in Table 4 of the UK Addendum, both the Importer and the Exporter may end the UK Addendum in accordance with its terms (and the respective box for each is deemed checked); and
  - (g) in Part 2: Part 2 - Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with section 119 (A) of the Data Protection Act 2018 on 2 February 2022, as it is revised under section 18 of those Mandatory Clauses.



## Schedule 4: Region-Specific Terms

### California

1. **Definitions.** CCPA and other capitalized terms not defined in this Schedule are defined in the DPA.
  - 1.1. “business purpose”, “commercial purpose”, “personal information”, “sell”, “service provider” and “share” have the meanings given in the CCPA.
  - 1.2. The definition of “Data Subject” includes “consumer” as defined under the CCPA.
  - 1.3. The definition of “Controller” includes “business” as defined under the CCPA.
  - 1.4. The definition of “Processor” includes “service provider” as defined under the CCPA.
2. **Obligations.**
  - 2.1. Customer is providing the Customer Personal Data to Provider under the Agreement for the limited and specific business purposes of providing the Cloud Service as described in Schedule 1 (Subject Matter and Details of Processing) to this DPA and otherwise performing under the Agreement.
  - 2.2. Provider will comply with its applicable obligations under the CCPA and provide the same level of privacy protection to Customer Personal Data as is required by the CCPA.
  - 2.3. Provider acknowledges that Customer has the right to: (i) take reasonable and appropriate steps under Section 9 (Audits) of this DPA to help to ensure that Provider’s use of Customer Personal Data is consistent with Customer’s obligations under the CCPA, (ii) receive from Provider notice and assistance under Section 7 (Data Subject Requests) of this DPA regarding consumers’ requests to exercise rights under the CCPA and (iii) upon notice, take reasonable and appropriate steps to stop and remediate unauthorized use of Customer Personal Data.
  - 2.4. Provider will notify Customer promptly after it makes a determination that it can no longer meet its obligations under the CCPA.
  - 2.5. Provider will not retain, use or disclose Customer Personal Data: (i) for any purpose, including a commercial purpose, other than the business purposes described in Section 2.1 of this Section A (California) of Schedule 4 or (ii) outside of the direct business relationship between Provider with Customer, except, in either case, where and to the extent permitted by the CCPA.
  - 2.6. Provider will not sell or share Customer Personal Data received under the Agreement.
  - 2.7. Provider will not combine Customer Personal Data with other personal information except to the extent a service provider is permitted to do so by the CCPA.

**Activity Prior to January 1, 2023.** To the extent this Section A (California) of Schedule 4 is in effect prior to January 1, 2023, Provider’s obligations hereunder that are required solely by amendments to the CCPA made by the California Privacy Rights Act regarding contractual obligations of service providers shall only apply on and after January 1, 2023.



# Annex C: Acceptable Use Policy for ContractPodAi Cloud Services

You and your Users will not use the Cloud Service in any way that violates the terms of this Acceptable Use Policy (“AUP”) or for any purpose or in any manner that is unlawful or prohibited by the ContractPodAi Master Terms and Annexes.

You will comply (and your Users will comply) with our AUP, as follows:

1. **Prohibited Activities.** You will not and will ensure that your Users will not:
  - 1.1. copy, reproduce, publish, distribute, redistribute, transmit, modify, adapt, sublicense, sell, transfer, assign, rent, disclose (whether or not for charge), or in any way commercially exploit the Cloud Service;
  - 1.2. permit use of the Cloud Service in any manner by a third-party (except as otherwise permitted in the Master Terms and Annexes);
  - 1.3. use the Cloud Service to:
    - 1.3.1. send unsolicited or unlawful messages;
    - 1.3.2. send or store infringing, obscene, threatening, harmful, libelous, or otherwise unlawful material, including material harmful to children or to violate privacy rights (however, this will not prohibit you from sending or storing such material if such material is related to a lawful purpose and is being used in the course of legal work);
    - 1.3.3. send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, or agents;
    - 1.3.4. interfere with or disrupt the integrity or performance of the Cloud Service or the data contained therein;
    - 1.3.5. attempt to gain unauthorized access to the Cloud Service or related systems or networks; or
    - 1.3.6. provide or disclose to, or permit use of the Cloud Service by, persons other than Users;
  - 1.4. make alterations to, or modifications of, the whole or any part of the Cloud Service nor permit the Cloud Service or any part of it to be combined with, or become incorporated in, or merged with any other programs; and
  - 1.5. disassemble, decompile, reverse engineer, or create derivative works based on the whole or any part of the Cloud Service nor attempt to do any such things except to the extent that such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Cloud Service with another software program, and provided that the information obtained by you during such activities:
    - 1.5.1. is used only for the purpose of achieving inter-operability of the Cloud Service with another software program;
    - 1.5.2. is not disclosed or communicated without our prior written consent to any third party; and
    - 1.5.3. is not used to create any software which is substantially similar to the Cloud Service.
2. **Violations of the AUP.** We may immediately suspend your access to the Cloud Service if you breach the AUP or do not respond to us in a reasonable period after we have contacted you about a potential breach of the AUP. We may also suspend your access the Cloud Service and/or we may terminate your Order(s) and this Agreement for cause. We are not obligated to (but may choose to) remove any prohibited materials and deny access to any person or entity that violates the AUP. We further reserve all other rights.

Annex D:



# MCC SUPPLIERS & CONTRACTORS TRAVEL & EXPENSE POLICY

Effective Date: March 1, 2025

**PURPOSE:** This the policy of Multi-Color Corporation and its affiliates and subsidiaries (collectively "MCC") for the reimbursement of travel expenses of vendors and contractors ("Contractors"). The objective of the policy is to ensure that all Contractors have a clear and consistent understanding of reasonable and necessary business travel and entertainment expenditures and are provided fair and transparent guidelines on how reimbursements will be handled. Contractors will be reimbursed for expenses related to authorized business travel, customer engagements, and other expenses incurred related to the transaction of company business as outlined in this policy. While this policy does not cover every situation, Contractors are expected to exercise prudent business judgment. Expenses are subject to review by MCC and if deemed unreasonable based on the guidelines set forth herein, the Contractor will be responsible for paying the expenses.

This policy applies to all Contractors who are required to travel while performing services for MCC. GENERAL

## GUIDELINES

All travel must be pre-approved by MCC. A list of travelers must be submitted through the expense reporting process.

**Receipts:** Contractors must submit receipts for all expenses of \$25 or more. The date, name of the establishment, and amount of the expense must appear on the receipt. A credit card statement is not considered a receipt.

**Air Transportation:** Lowest Fare Considerations: Air travel should be booked at least 14 days in advance, but no more than 30 days in advance without approval. Suppliers should choose the least expensive flight option While following the below criteria:

- Selecting the cheapest available flight that does not increase preferred travel time by more than two  
(2) hours one way.
- Choosing an alternative airport with cheaper options if one is available within 50 miles from the Supplier's place of departure.
- Saturday night stays often result in significant airfare savings. If the savings are in excess of the cost of meals and lodging, the Saturday stay-over is permissible, but not required.
- Class of Service: All Suppliers are expected to travel in coach or economy class. For international travel of an 8 hour or greater duration, Contractors may travel in business class with manager MCC approval.

**Cancellations and Unused Airline Ticket:** When a trip is canceled after the ticket has been issued, Contractor is responsible for pursuing any refunds. MCC will not reimburse for cancellations unless MCC was responsible for the cancellation event.

Other Air Expenses:



Upgraded air tickets without MCC's express written approval will not be reimbursed. Fees for seat assignments and early boarding will not be reimbursed. Contractor may not downgrade an air ticket to subsidize personal travel or to subsidize another portion of travel. In other words, cost savings in one area may not be used to subsidize upgrades and/or other spending. If the carrier downgrades a travel option for any reason, the refund must be returned to MCC via the MCC expense reporting process.

**Baggage Fees and Lost Baggage:** Reasonable fees for checked luggage will be reimbursed if traveling for 3 days or more. Excess weight fees are not reimbursable.

#### Ground Transportation:

Contractor is responsible for choosing the least expensive mode of transportation. If other means of transportation are unavailable or impractical, associates may rent a car under the following guidelines:

**Preferred Rental Agencies** Contractors should select the least expensive auto class that can reasonably accommodate the travel need. If business requires the use of a larger car, an appropriate business reason must be specified with the receipts. If 2 or more Contractors choose to share a car, the renter may upgrade to a **full-size car**

**Mileage for Personal Vehicle Use:** Contractor will be reimbursed for required travel in a personal vehicle at the rate of \$0.70/mile or whatever the then-current IRS standard is. When submitting mileage through the expense reporting process mileage is to be submitted for each trip individually, not in a lump sum for all trips on the expense report. Mileage should be reported using the most efficient routes. MCC will not reimburse excess mileage resulting from inefficient routes or Contractor error in taking bad directions, etc.

**Insurance:** If using a personal automobile for business travel, Contractors are responsible for carrying adequate personal insurance coverage and ensuring the policy covers Contractor when driving on MCC business. At all times Contractor is 100% responsible for any damages or losses incurred during Contractor's operation of a personal vehicle, regardless of whether covered by insurance or not.

**Fines:** MCC is not responsible for the payment of fines and penalties incurred by Contractor when using a personal automobile for business travel. MCC is not responsible for any fees incurred by Contractor for air travel or hired transportation if such fees could have been avoided but-for Contractor's acts or omissions.

#### Travel to/from Airport:

Contractors are responsible for choosing the least expensive means of transportation to/from airports, including taking into account costs for parking. Airport bus and hotel courtesy shuttles are usually more cost effective and should be used whenever practical and convenient.

#### Lodging Hotel Reservations:

Single room accommodation in a Select hotel should be selected whenever possible. A "Select" hotel means generally a hotel that offers a limited number of services and amenities (non-luxury) while still providing a comfortable stay. When a hotel reservation should be cancelled, reservations must be timely canceled by Contractor to avoid charges for the room when possible. If a reservation is not cancelled due

to personal negligence or omission, and Contractor is billed for the room, the expense will not be reimbursed.

## ContractPodAi

### Overnight Delays:

If a delay in air transportation requires an overnight stay, Contractor should attempt to secure complimentary lodging from the airline first. Complimentary lodging is often available when the delay is due to reasons outside traveler control.

### Personal Meals:

Personal meal expenses incurred by Contractors when dining alone on out-of-town business trips are reimbursable. Contractors are expected to use prudent business judgment regarding personal meals. \$30 per meal or \$90 per full day of travel is recommended. The end of a business trip is defined to be when Contractor has returned to its commuting airport or hometown. Personal meal expenses more than the recommended limits will be considered on a case-by-case basis.

### Subcontractors:

Travel expenses for subcontractors should be submitted via a purchase order. All charges must be paid by Contractor and submitted through an invoice to the appropriate department for reimbursement. MCC will not reimburse subcontractors directly and are not responsible for any reimbursements incurred by subcontractors that do not comply with this Policy.

### Audit:

Contractor shall keep reasonable records pertaining to all travel and expenses including documentation of the reason for the expense, nature of the expense, and actual cost of the expense. MCC shall be entitled, with notice, to conduct an audit of Contractor's books and records as they pertain to reimbursements under this Policy solely for the purpose of confirming compliance with this Policy.

### Other:

Travel expenses for any personal guests or spouses will not be reimbursed by MCC. Timely reporting is important to the client billing process and internal cost accounting. MCC will not reimburse any expenses that are not submitted within thirty (30) days following the date of occurrence.



ContractPod Technologies, trading as Leah

# INVOICE

**Invoice Date**  
01 Oct 2025

**Invoice To:**  
Multi-Color Corporation  
6111 N River Rd  
Fl 8  
ROSEMONT IL 60018  
USA  
Tax Number:  
31-1125853

**Deliver To:**  
6111 N River Rd  
Fl 8  
ROSEMONT IL 60018  
USA

**Account Number**

**Invoice Number**  
INV-1522

**Purchase Order Number**

Description	Quantity	Unit Price	Tax	Amount USD
ContractPodAi License fees as per agreement dated September 5th, 2025				
Year 1 of 3-year term CLM x 25 Full User Licenses and CLM x 95 Enhanced Business User Licenses	1.00	124,125.00	IL tax	124,125.00
Implementation Fee	1.00	93,500.00	IL tax	93,500.00
Subtotal				217,625.00
Total ILLINOIS 0%				0.00
Invoice Total USD				217,625.00
Total Net Payments USD				0.00
<b>Amount Due USD</b>				<b>217,625.00</b>

**Due Date: 01 Jan 2026**

Please credit the above amount by **ACH or wire transfer** to our bank account details as follows:

**Bank:** Silicon Valley Bank  
2625 Augustine Drive, Suite 301, Santa Clara, CA 95054  
**Routing & Transit:** 121140399  
**Account Name:** ContractPod Technologies Inc.  
**Account Number:** 3302401154

[NOTE. CPAI do not accept checks](#)

Please email your remittance advice to: [accounts.receivable@leahai.com](mailto:accounts.receivable@leahai.com)

**ContractPod Technologies Inc. T/A Leah**  
66 Hudson Blvd E, 23<sup>rd</sup> Floor, New York, NY, 10001, USA  
Tax ID: 371895797

ContractPod Technologies Inc. (trading as Leah) is a company registered in Delaware: 6810884  
Tel: +(1) 302-206-3449



# STATEMENT - Activity

Multi-Color Corporation  
6111 N River Rd  
Fl 8  
ROSEMONT IL 60018  
USA

**From Date**  
Nov 1, 2025  
**To Date**  
Jan 31, 2026

ContractPod Technologies  
Inc  
66 Hudson Blvd E, 23rd  
Floor  
New York  
NY, 10001  
USA

Date	Activity	Reference	Due Date	Invoice Amount	Payments	Balance USD
Nov 1, 2025	Opening Balance					217,625.00
<b>BALANCE DUE USD</b>						<b>217,625.00</b>

## PAYMENT ADVICE

To: ContractPod Technologies Inc  
66 Hudson Blvd E, 23rd Floor  
New York  
NY, 10001  
USA

<b>Customer</b>	Multi-Color Corporation	
<b>Overdue</b>	<b>Current</b>	<b>Total USD Due</b>
217,625.00	0.00	217,625.00
<b>Amount Enclosed</b>		

Enter the amount you are paying above