



Filevine, Inc.  
1260 E Stringham Ave. #600  
Salt Lake City, UT 84106

## FREE TRIAL SALES ORDER

This Sales Order is entered into by and between you and Filevine, Inc., a Delaware corporation ("Filevine") and incorporates by reference: (i) the Order Form Terms attached hereto as Exhibit A and (ii) the Filevine Subscription Agreement, which is available at <https://www.filevine.com/subscription-agreement/> (collectively, the "Agreement").

For purposes of this Agreement "you" or "Subscriber" means you as the entity subscribing to the Services. You represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and (b) you agree to this Agreement on the entity's behalf.

By clicking "Submit," Subscriber acknowledges and agrees that it has read and understands this Agreement, including those terms and agreements incorporated by reference herein. In the event of any inconsistency, the Sales Order shall control above all other agreements and documentation, including the Filevine Subscription Agreement

### Exhibit A

- 1. Definitions.** Capitalized terms in these Order Form Terms shall have the same meaning ascribed to them in the Subscription Agreement unless otherwise defined herein.
- 2. Free Trial and Subscription.** Filevine hereby grants to Subscriber, subject to the terms and conditions herein, a limited, non-transferable, non-exclusive right to access and use the Filevine Services (as defined in the Filevine Subscription Agreement) for a period of fourteen (14) days (the "Free Trial Period") commencing on the date of Subscriber's acceptance of these terms. The Free Trial Period for the Filevine Services will be hosted and available exclusively in the United States. Subscriber agrees that they will not access the Free Trial outside of the United States. Upon expiration of the Free Trial Period, unless Subscriber has provided written notice of cancellation within the Filevine Services, Subscriber shall be automatically enrolled in a paid subscription for the Filevine Services at the rate of forty-nine United States dollars (\$49.00 USD) per user per month (the "Subscription Fee"). Upon such enrollment, the license granted herein shall be extended until the termination of this Agreement, as provided below. The Subscription Fee will be billed monthly in advance via the automatic payment method designated by Subscriber (the "Auto Pay").
- 3. Term and Termination.** The Free Trial Period shall commence on the date Subscriber accepts these terms (the "Effective Date"). Following the expiration of the Free Trial Period, unless terminated as provided herein, this Agreement shall automatically convert to a month-to-month subscription (each month, a "Term"), which shall continue indefinitely until terminated by either party in accordance with the terms hereof. Subscriber may terminate this Agreement at any time by providing written notice of cancellation to Filevine. Such termination shall become effective at the conclusion of the then-current Term. Filevine reserves the right to terminate this Agreement immediately upon written notice to Subscriber in the event of any breach by Subscriber of the terms hereof. Filevine shall have no obligation to retain any Subscriber data more than thirty (30) days after termination or expiration of this Agreement.

**4. Payment Terms.** During the Free Trial Period, no payment shall be required from Subscriber for use of the Filevine Services. Upon commencement of the first Term following the Free Trial Period, and for each subsequent Term thereafter, Subscriber authorizes Filevine to (y) charge Subscriber's credit card, or (z) withdraw from Subscriber's bank account the Subscription Fee, in advance, on the first day of each Term. Subscriber consents to recurring charges and understands that these charges will occur monthly in the amount of the Subscription Fee. Cancellations must be made in accordance with the Agreement's terms. In the event that any charge to Subscriber's designated payment method is declined or Subscriber otherwise fails to make any payment when due hereunder, Filevine shall have the right, in its sole discretion and without limiting any other rights or remedies available to it at law or in equity, to suspend Subscriber's access to the Filevine Services until such time as all outstanding payments have been made in full, or to terminate this Agreement. Subscriber agrees to contact Filevine to resolve any billing disputes before initiating a credit card dispute.

- 4.1.** All prices and terms contained in this Agreement are to be regarded as Confidential Information of Filevine and are not to be disclosed to any third party without the prior express written consent of Filevine.
- 4.2.** Filevine reserves the right to increase fees upon notice to Subscriber. Any such increase shall take effect as provided in the notice.
- 4.3.** Except as otherwise specified herein, (i) fees are quoted and payable in United States dollars, (ii) fees are based on the products and/or services purchased and not actual usage; (iii) payment obligations are non-cancelable and fees paid are non-refundable, and (iv) the number of Filevine Licenses purchased cannot be decreased during the relevant Term.
- 4.4.** Overdue invoices shall incur interest at the lesser of 1.5% per month or the highest rate allowed under applicable law. Subscriber agrees to pay all costs of collection, including any reasonable attorneys' fees, costs and expenses.

**5. Right to Use.** Subject to the provisions contained in this Agreement, and conditioned upon Subscriber's compliance therewith (including, without limitation, the timely payment of all Subscription Fees), Filevine grants to Subscriber, for the duration of this Agreement, a limited, non-exclusive, revocable, non-assignable, non-transferrable, non-sublicensable right to permit Subscriber's Authorized Users to (a) access and use the Filevine Services; and (b) use the Documentation in support of such Authorized Users' permitted use of the Filevine Services, in each case, solely for the internal business use of Subscriber.

**6. Technical Support.** Filevine will provide Subscriber with unlimited access to the Filevine Help Center. Subscriber will also have access to email-based and live video-based technical support services during Filevine's regular business hours, 7:00 a.m.- 6:00 p.m. Monday to Friday U.S. Mountain Time, excluding U.S. holidays.

**7. Practice Area Template.** Upon commencement of the Free Trial Period, Filevine will provide Subscriber with an organization template based on Subscriber's designated practice area. The specific template provided will be determined by the practice area selected by Subscriber during the sign-up process. This template is designed to offer a starting point for organization and may include pre-configured settings, folders, and other elements tailored to the selected practice area.

**8. Filevine Fundamentals.** Filevine will provide to Subscriber the "Filevine Fundamentals Program," a five (5) week training program consisting of three (3) one-hour live group training sessions per week focused on instructing Subscriber on essential skills and proficiencies for utilizing the Filevine platform, including but not limited to timekeeping, billing, process optimization, payment handling, communication, organization, automation, workflows, reporting, and advanced feature utilization. As part

of the Filevine Fundamentals Program, Filevine will furnish Subscriber with a standard template, as provided in Section 7 above. Filevine will have no obligation to customize the standard template for Subscriber. Filevine Fundamentals is solely a training program, and Filevine will not provide any implementation or customization services as part of this program. In the event Subscriber is unable to attend a live training session, Filevine will provide Subscriber with a recording of the missed training session.