MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is entered into on February 1, 2024 (the "Effective Date") by and between Docsum, Inc., a Delaware corporation having its principal place of business at 123 Sunshine Lane, San Francisco, California 94117 ("Docsum"), and Google, Inc., a Delaware corporation having its principal place of business at 456 Alphabet Circle, San Mateo, California 94312 ("Google"). Docsum and Google are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

1. **Scope of Services.**
   1.1. **Services.** Under this Agreement, Docsum shall provide AI-based document analysis, contract management workflows, and related support services ("Services") to Google pursuant to any Statements of Work, Order Forms, or other written agreements (each, a "SOW") that reference this Agreement.
   1.2. **Exhibit or SOW Incorporation.** Each SOW will detail the specific Services, fees, and any special terms and conditions. Once executed by authorized representatives of both Parties, each SOW will be incorporated by reference into this Agreement.

2. **Fees and Payment**
   2.1. **Subscription Fees.** Google shall pay Docsum an annual subscription fee for access to the Services, as specified in each SOW or Order Form. Unless otherwise agreed, all payments shall be due within thirty (30) days of the invoice date.
   2.2. **Professional Services.** Any additional professional or consulting services beyond the subscription scope shall be provided at a rate indicated in the applicable SOW or Order Form.
   2.3. **Taxes.** All amounts payable under this Agreement are exclusive of any sales, use, value-added, or other taxes or duties, which shall be borne by Google (other than taxes on Docsum's net income).

3. **Term and Termination**
   3.1. **Initial Term.** This Agreement commences on the Effective Date and shall remain in effect for one (1) year (the "Initial Term"), unless terminated earlier in accordance with this Section.
   3.2. **Renewal.** Following the Initial Term, this Agreement shall automatically renew for successive one-year terms unless either Party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.
   3.3. **Termination for Convenience.** Either Party may terminate this Agreement or any SOW for convenience upon ninety (90) days' prior written notice to the other Party, unless otherwise stated in the applicable SOW.

3.4. **Termination for Cause.** Either Party may terminate this Agreement (including all SOWs) immediately if the other Party (a) is in material breach of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice; or (b) becomes insolvent or is subject to any bankruptcy, receivership, or similar proceeding.

3.5. **Effect of Termination.** Upon termination or expiration of this Agreement, Google shall pay Docsum any outstanding fees for Services rendered up to the date of termination. Sections of this Agreement which by their nature extend beyond termination shall survive, including payment obligations, confidentiality, and limitations of liability.

4. **Confidentiality**

4.1. **NDA Incorporation.** The terms of the Mutual Non-Disclosure Agreement entered into by the Parties on January 1, 2025 (the "NDA") are hereby incorporated by reference. If any provision of this Agreement conflicts with any provision of the NDA, the terms of the NDA shall govern with respect to confidentiality.

4.2. **Additional Confidentiality Obligations.** Both Parties shall ensure that only their employees, contractors, or agents with a legitimate need to know Confidential Information for the performance of this Agreement have access to such information.

5. **Intellectual Property**

5.1. **Docsum IP.** Docsum shall retain all rights, title, and interest in and to its proprietary AI platform, documentation, and related intellectual property, including any improvements, modifications, or derivative works arising out of or relating to this Agreement.

5.2. **Google IP.** Google shall retain all rights, title, and interest in and to its data, trademarks, and any deliverables specifically developed for Google by Docsum, except that Docsum retains any underlying platform or software IP.

5.3. **Feedback.** Any suggestions, enhancements, or feedback provided by Google regarding Docsum's Services or platform may be used by Docsum without obligation or restriction.

6. **Representations and Warranties**

6.1. **Mutual Warranties.** Each Party represents and warrants that it has the full power and authority to enter into this Agreement and that its performance does not conflict with any other agreement or obligation.

6.2. **Services Warranty.** Docsum warrants that it will perform the Services in a professional and workmanlike manner.

6.3. **Disclaimer.** Except as expressly stated in this Agreement, Docsum disclaims all other warranties, express or implied, including any warranties of merchantability, fitness for a particular purpose, or non-infringement.

7. **Limitation of Liability**
    7.1. Neither Party shall be liable for any consequential, incidental, indirect, punitive, or special damages (including loss of profits or business interruption) arising out of or in connection with this Agreement, even if the Party has been advised of the possibility of such damages. In no event shall Docsum's total liability to Google exceed the amount of fees actually paid by Google to Docsum under this Agreement in the twelve (12) months preceding the claim.

8. **Indemnification**
    8.1. By Docsum. Docsum shall defend, indemnify, and hold harmless Google against any third-party claims alleging that Docsum's Services infringe or misappropriate any intellectual property right, provided Google promptly notifies Docsum in writing of the claim and cooperates in the defense.
    8.2. By Google. Google shall defend, indemnify, and hold harmless Docsum against any third-party claims arising from Google's use of the Services in violation of this Agreement, provided Docsum promptly notifies Google in writing of the claim and cooperates in the defense.

9. **Miscellaneous**
    9.1. **Independent Contractors.** The Parties are independent contractors, and nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship.
    9.2. **Notices.** All notices under this Agreement shall be in writing and deemed given when delivered by hand, by reputable overnight courier, or by certified mail to the addresses stated above (or such other address as either Party may designate in writing).
    9.3. **Assignment.** Neither Party may assign or transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, except that either Party may assign this Agreement in connection with a merger, acquisition, or sale of substantially all of its assets.
    9.4. **Entire Agreement.** This Agreement, together with all exhibits and SOWs, constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous discussions, proposals, or agreements. No modification shall be effective unless in writing and signed by both Parties.

Signatures

Docsum, Inc.

By: _____

Signer Name: _____

Signer Title: _____

Signer Sign Date: _____

Google, Inc.

By: _____

Signer Name: _____

Signer Title: _____

Signer Sign Date: _____