

ORDER FORM

This Order Form (this “Order Form”) is entered into on February 5, 2024 (the “Order Form 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. Reference to Master Services Agreement.** This Order Form is governed by and incorporates the terms of the Master Services Agreement between Docsum and Google dated February 1, 2025 (the “MSA”). In the event of any conflict between this Order Form and the MSA, the terms of the MSA shall control unless this Order Form expressly states otherwise. All capitalized terms used but not defined herein shall have the meanings set forth in the MSA.
- 2. Scope of Services**
 - 2.1. Licensed Services**
 - 2.1.1. Advanced Clause Extraction Module:** Provides AI-based analysis to automatically identify, extract, and categorize key clauses (e.g., renewal terms, obligations, and liabilities) from uploaded contracts.
 - 2.1.2. Bulk Document Analysis:** Allows Google to batch-process large volumes of documents for AI-based summarization and insight generation.
 - 2.1.3. Platform Access:** Google shall have access to the Docsum web portal and APIs for uploading and managing documents.
 - 2.2. Professional Services**
 - 2.2.1. Implementation & Onboarding:** Up to 40 hours of professional services for initial setup, workflow customization, and training.
 - 2.2.2. Additional Support:** Ongoing consultation on best practices, advanced configurations, and troubleshooting, billable at the hourly rate specified below once the included hours are exhausted.
- 3. Fees and Payment**
 - 3.1. Subscription Fee**
 - 3.1.1. Annual Fee:** \$20,000 per year for the Advanced Clause Extraction Module and Bulk Document Analysis features.
 - 3.1.2. Billing & Payment Terms:** Invoiced upon the Order Form Effective Date; payable by Google within thirty (30) days of invoice date.
 - 3.2. Professional Services Fees**
 - 3.2.1. Included Hours:** 40 hours of professional services at no additional charge.

- 3.2.2. Hourly Rate:** \$200 per hour for any hours exceeding the initial 40 hours, billed monthly in arrears.
 - 3.2.3. Billing & Payment Terms:** Invoices for any overage hours shall be issued at the end of each month, payable within thirty (30) days of invoice date.
- 3.3. Taxes.** All fees under this Order Form are exclusive of any applicable taxes, which shall be borne by Google in accordance with the MSA.

4. Service Period

- 4.1. Initial Term.** The services under this Order Form commence on the Order Form Effective Date and shall continue for a period of one (1) year, unless terminated earlier in accordance with the MSA or this Order Form.
- 4.2. Renewal.** Upon expiration of the initial one-year term, this Order Form shall automatically renew for successive one-year periods unless either Party provides at least sixty (60) days' written notice of non-renewal prior to the end of the then-current term.
- 4.3. Termination.** This Order Form may be terminated in accordance with the applicable termination provisions in the MSA.

5. Deliverables and Acceptance

5.1. Deliverables

- 5.1.1. Docsum will deliver access credentials, onboarding materials, and relevant documentation for the Advanced Clause Extraction Module and Bulk Document Analysis features.
- 5.1.2. Professional services deliverables may include customized workflows, training sessions, or configuration reports.

- 5.2. Acceptance Criteria.** The Services and deliverables will be deemed accepted unless Google notifies Docsum in writing of any non-conformity within ten (10) business days of delivery, providing reasonably detailed information on such non-conformity.

6. Additional Terms

- 6.1. Support & SLAs.** Support shall be provided in accordance with Docsum's standard support policy, unless otherwise specified in a separate SLA or SOW.
- 6.2. Change Management.** Any material changes to the scope, timeline, or deliverables under this Order Form may require a written amendment or new SOW, agreed upon by both Parties in writing.
- 6.3. Effect on MSA.** Except as expressly modified by this Order Form, the terms and conditions of the MSA remain in full force and effect.

Signatures

Docsum, Inc.

By: _____

Signer Name: _____

Signer Title: _____

Signer Sign Date: _____

Google, Inc.

By: _____

Signer Name: _____

Signer Title: _____

Signer Sign Date: _____