

PRM SaaS Terms and Conditions

1Seventy9 Ventures LLC

Version 1.0

Effective date: The Effective Date is the last signature date on the Subscription Order Form.

These PRM SaaS Terms and Conditions (“General Terms”) govern the implementation and hosted use of Provider’s partner relationship management (“PRM”) portal when incorporated into a Subscription Order Form signed by Provider and Customer. Customer-specific scope, subscription selection, fees, account capacity, and other commercial details are stated in that Order Form and any expressly incorporated scope documents. These General Terms require no separate signature.

1 Definitions and contract structure

1.1 Defined terms. “Provider” means 1Seventy9 Ventures LLC, a California limited liability company. “Customer” means the entity identified as Customer in the signed Subscription Order Form. “Agreement” means the separately signed Subscription Order Form, these General Terms, and any amendment or additional scope document expressly incorporated by both parties. “Portal” means the hosted partner relationship management software supplied under the agreed scope. “Services” means that hosted access and the implementation, maintenance, and technical support expressly included in the Agreement.

1.2 Users and materials. “Authorized Users” means Customer employees, Customer-authorized channel-partner personnel, and contractors supporting Customer's or its authorized partners' partner-program activities. “Customer Materials” means the business data, branding, documents, pricing, product information, training content, and other materials supplied by or for Customer for use in the Services. “Order Form” means the separately signed Subscription Order Form and its expressly incorporated commercial and scope schedules for the purchased subscription.

1.3 Go-Live. “Go-Live” occurs when the agreed operational Portal is available for Customer's live use and Provider supplies written launch confirmation. Both conditions are required. A demonstration, prototype, target launch date, estimated completion date, or billing notice alone is not Go-Live. No separate contractual acceptance-testing period or deemed-acceptance process applies. Provider's obligation to deliver the agreed functionality remains in effect.

1.4 Time periods. A “Business Hour” is an hour within Monday through Friday, 9:00 a.m. to 5:00 p.m. Pacific Time, excluding United States federal holidays. Pacific Time follows daylight-saving changes. Other references to days mean calendar days. Notice periods that depend on receipt begin on receipt under Section 11. Billing periods and elapsed-day calculations are governed by the applicable payment and termination provisions.

1.5 Interpretation and priority. The completed Order Form and its expressly incorporated scope documents determine purchased scope, subscription selection, fees, account capacity, and dates. A specifically negotiated departure from these General Terms must identify the affected provision and be accepted in writing by both parties. Otherwise, the General Terms govern legal rights and duties. A comparison, demonstration, sales discussion, or unselected offering does not enlarge the agreed deliverables. No purchase-order boilerplate changes the Agreement without both parties' written agreement.

2 Hosted access and account capacity

2.1 Access grant. During an active subscription, subject to this Agreement, Provider grants Customer a nonexclusive right for its Authorized Users to access and use the Portal online for Customer's partner program and related business activities. Customer decides which eligible individuals are authorized; separate Provider approval of each individual is not required. This right is hosted access, and conveys no source-code delivery, self-hosting entitlement, or ownership of the underlying software.

2.2 Customer responsibility. Customer is responsible for its Authorized Users' compliance with the applicable use obligations in this Agreement, subject to the agreed liability framework. Customer manages its authorization of accounts and identifies designated administrators for Provider support. Authorization of partner personnel does not grant unrelated resale or sublicensing rights or unrestricted access by other businesses.

2.3 Included accounts. The subscription includes the enabled-account capacity stated in the Order Form, pooled across all Authorized User categories. An enabled account is one with permission to access the Portal, whether or not recently used. Deactivated accounts do not count. The allowance is pooled, rather than per partner organization.

2.4 Capacity expansion. Additional enabled-account capacity beyond the capacity stated in the Order Form requires mutual written agreement and may be subject to additional fees agreed in writing based on usage, hosting, and support requirements. Any additional fees and their effective date must be agreed in writing before they apply. Provider may not impose automatic per-user charges, surprise retroactive overages, or unilateral retroactive charges. Existing users retain access during an active subscription while expansion is discussed, including if the allowance has been exceeded, subject to the other expressly permitted suspension or termination grounds. Growth alone is not a suspension or termination ground.

2.5 Permitted use boundaries. Customer and its Authorized Users may use the supplied features, approved configuration, and agreed integrations. They may not use the Portal unlawfully, resell the underlying software, evade agreed account limitations, access records or systems without authorization, deliberately interfere with or disrupt the Portal, or copy or modify Provider's software outside the agreed rights. Reverse engineering and source-code extraction are prohibited only to the extent the restriction is permitted by applicable law and applicable third-party license rights. These restrictions do not prohibit normal browser access, ordinary defect reporting, permitted user configuration, or an expressly included CRM integration.

3 Implementation and performance

3.1 Implementation. Contractual implementation obligations begin on the Effective Date and proceed under the implementation scope and schedule expressly agreed in the Order Form or an incorporated scope document. The implementation schedule is not a promise that every implementation task starts immediately at signing. Each party will provide the materials, access, decisions, and work assigned to it under the agreed schedule. If Customer misses an agreed deadline for required materials, access, or decisions, Provider may reasonably extend the implementation schedule only to reflect the delay actually caused, with written notice explaining the impact. A target date or Customer delay does not itself constitute Go-Live or start subscription billing.

3.2 Business content. Customer is responsible for supplying and approving its business content and its accuracy. Provider is responsible for correctly implementing that content within the agreed scope. Content approval is not a new software acceptance gate and does not shift responsibility for Provider's coding, configuration, or calculation errors to Customer. Responsibility for rights in supplied materials and covered third-party claims is addressed separately below.

3.3 Performance commitment. Throughout the active subscription, Provider will ensure that the Portal substantially functions as described in the agreed Order Form, subject to the agreed maintenance and suspension provisions. Provider will perform the included routine maintenance and bug fixes. This is not a promise of error-free or uninterrupted operation or an immediate remedy for every defect. The support response commitments, breach remedies, and liability provisions remain applicable.

3.4 Business outcomes. Provider does not guarantee a particular volume of sales, revenue, partner participation, or return on investment from the Portal. This does not reduce Provider's obligations to implement and supply the agreed functionality, correctly implement agreed calculations, or provide the contracted support. It does not excuse fraud or willful misconduct.

3.5 Providers and third-party services. Provider may choose the hosting and database services used to supply the Portal; no particular vendor or hosting region is promised here. Provider remains responsible for its contracted Services. Customer supplies any access to its selected CRM and other Customer-controlled systems required by the agreed implementation scope. An integration does not make Provider responsible for supplying the third-party system itself. Additional vendor subscriptions or pass-through charges are not authorized unless expressly agreed in writing.

3.6 Scope boundaries. Any partner/vendor support chat included in the agreed scope provides in-Portal communication between Customer and its authorized partners. Any included administration tools provide administration of agreed users, content, and workflows. These features do not add staffed live support or capabilities outside the agreed scope. Provider technical support remains through designated administrators by email under Section 6. Included training tools do not include unlimited live instruction or Customer content production. Deployment-tracking and support-ticket features do not include field services. Quote and purchase-order workflows do not make Provider the seller of Customer's equipment or services.

4 Fees and payment

4.1 Implementation fees. Customer pays the implementation fees, if any, in accordance with the amounts and payment milestones stated in the Order Form.

4.2 Monthly subscription. The first monthly subscription payment is due at Go-Live, together with any implementation payment then due under the Order Form. Subsequent monthly payments are due in advance at the start of each monthly service period. Monthly service periods run from the Go-Live anniversary date in one month to that date in the next; when a month has no corresponding day, its last day is used, returning to the original anniversary day when available. There is no pre-Go-Live subscription charge or annual prepayment requirement.

4.3 Invoices and payment. Provider will send itemized invoices to Customer's designated billing email identified in the Order Form or subsequently provided in writing. Customer pays by customer-initiated ACH unless the parties agree on another method. The parties will address billing errors in good faith; Customer must pay undisputed amounts when due. Neither an account on file nor this Agreement authorizes automatic debit. Provider will not add interest, collection-counsel charges, or reconnection fees without a separate written agreement permitting them.

4.4 Taxes. Implementation and subscription prices exclude legally applicable sales, use, and similar transaction taxes attributable to Customer's purchase. Provider will separately itemize such taxes; Customer will pay them subject to valid exemptions. Provider bears taxes on its own income, payroll, property, and business. This provision does not authorize tax gross-ups or penalties, select a tax rate, or change a party's statutory collection and remittance duties.

4.5 Renewal pricing. Base subscription fees are fixed during each 12-month term. Provider may change the base price for a renewal only if Customer receives written notice identifying the new price at least 60 calendar days before that renewal. A timely notice does not require a separate amendment to take effect. Without timely notice, the increased price does not apply to that renewal unless separately agreed. There is no automatic percentage escalation. Customer retains its nonrenewal and convenience-cancellation rights. Mutually agreed capacity expansion and additional work are governed by their separate written pricing.

5 Subscription term and convenience cancellation

5.1 Initial term and renewal. The initial subscription term is 12 months beginning at actual Go-Live. It automatically renews for successive 12-month periods unless either party gives written nonrenewal notice received at least 30 calendar days before the current term ends, or the subscription ends under another express termination right. Nonrenewal ends the subscription at the end of the current term and does not require payment for the following term. This Agreement ends when its subscription expires or terminates, unless ended earlier under an express termination right, subject to the surviving provisions in Section 10.8.

5.2 Customer convenience cancellation. Customer may cancel for convenience on at least 30 calendar days' written notice, with termination effective no earlier than the completion of the first 90 paid subscription days after Go-Live. The notice may run during those first 90 days; Customer does not have to wait until day 90 to give notice. The minimum applies once and does not restart on renewal. Following the initial minimum, convenience cancellation remains available during both initial and renewal terms on the same notice period.

5.3 Before launch. Customer has no separate right to end this Agreement merely for convenience before Go-Live. This does not prevent termination for Provider's material breach or another expressly agreed ground, excuse Provider's failure to perform, or prevent the parties from agreeing in writing to end the engagement. It creates no pre-launch subscription fees, deemed Go-Live, or automatic acceleration of future charges.

5.4 Consequences of a permitted convenience exit. Customer owes subscription fees through the effective cancellation date. Provider refunds unused prepaid subscription amounts for periods after that date under Section 10. Implementation fees earned for completed and delivered implementation work are nonrefundable on a convenience exit. No early termination penalty or remaining-annual-fee acceleration applies. Provider has no general right to terminate for convenience during a term; its nonrenewal and other express termination rights remain intact.

6 Support and maintenance

6.1 Support channel. Customer's designated administrators handle first-line questions from its partners and escalate Portal technical issues to Provider by email. Provider will supply the support email address during onboarding. Included support concerns the contracted Portal, not Customer's equipment, field operations, or third-party systems supplied by others. Support and bug fixes for Provider's expressly included integration with a third-party system remain included. Additional support channels or expanded staffing require separate agreement.

6.2 Initial responses. Provider will provide an initial response within 12 Business Hours for ordinary support requests and four Business Hours for critical outages. An initial response includes acknowledgment and an initial assessment; an automated receipt alone is insufficient. A "critical outage" means that the Portal or a core business function is unavailable to all or a substantial portion of users with no reasonable workaround. Routine defects and isolated-user issues ordinarily use the 12-Business-Hour response period.

6.3 Counting and resolution. Response time is counted only within Business Hours. A request received outside the support window begins accumulating response time when the next support window opens. The response periods are firm initial-response commitments, not guaranteed restoration or resolution times. For critical outages outside Business Hours, Provider will assist when someone is available, without a guaranteed after-hours response or resolution deadline or a 24-hour staffing obligation.

6.4 Availability. Provider will use commercially reasonable efforts to keep the Portal available. This Agreement specifies no uptime percentage. The availability standard does not reduce the separate initial-response commitments or the obligation to provide the agreed functionality.

6.5 Planned maintenance. For planned maintenance expected to interrupt access, Provider will give Customer's designated administrators at least 48 elapsed hours' advance email notice. The notice will identify the planned interruption and anticipated timing. This period is measured in ordinary elapsed hours, not Business Hours.

6.6 Emergency maintenance. Provider may undertake emergency maintenance immediately for urgent security fixes or repairs needed to prevent or resolve serious service disruption. Provider will email notice before the work when feasible and otherwise promptly afterward. Routine planned work may not be relabeled as emergency work to avoid the advance-notice requirement.

7 Ownership and Customer Materials

7.1 Provider software. As between the parties, Provider retains ownership of the Portal platform, source code, underlying technology, reusable components, software architecture, configuration mechanisms, platform enhancements, and related software code, including custom software code developed for Customer. Customer purchases implementation, configuration, hosted access, and the agreed maintenance and support. This conveys no software ownership, source-code delivery, or self-hosting rights. Rights in third-party components remain with their respective owners. Nothing here transfers Customer Materials to Provider.

7.2 Nonexclusive offering. Provider may offer the underlying platform to other clients, including Customer's competitors. This permission does not allow disclosure or reuse of Customer's confidential business information or Customer Materials for another client. Exclusivity requires a separate written agreement.

7.3 Customer rights and permitted use. Customer retains ownership of its Customer Materials, including its data, branding, documents, pricing, proprietary business content, and customer and partner business records, subject to the rights of partners, individuals, and other third parties. Customer permits Provider to use those materials only as needed to provide, secure, maintain, and support the contracted Services and to fulfill the export and retention obligations in Section 7.6. This permission does not extend to resale, advertising, AI-model training, or unrelated product development. Customer authorizes use of its supplied branding within its own Portal to perform the agreed scope.

7.4 Commercial data scope. The Portal contains commercial partner-program information such as deals, quotes, business contacts, partner records, projects, sites, deployment, support, and training information within the agreed scope. It is not a payment-processing system or a system of record for operational data held in Customer's separate business systems. Any integration involving those data or functions requires express written scope and responsibilities. Commercial quote amounts and project specifications remain ordinary business records. This section does not add modules or integrations to the agreed scope.

7.5 Non-code deliverables. Customer's supplied content and factual business records remain Customer Materials when entered into a configuration or workflow. Provider's reusable software and configuration mechanisms remain Provider technology. If the parties commission new non-code materials or other deliverables requiring a separate ownership allocation, the Order Form, an incorporated scope document, or the applicable change agreement will state that allocation and the necessary use rights before the additional work proceeds. No ownership transfer is implied solely by payment for software development.

7.6 Customer data export and retention. On Customer's written request before or within 30 calendar days after termination or expiration, Provider will make Customer's exportable business records held in the Portal available in a commercially reasonable standard format, such as CSV, JSON, or another mutually reasonable format, within a reasonable time. Provider will retain those records through that request period and, for a timely request, until the export is delivered and Customer has a reasonable opportunity to retrieve it. Export does not require a renewed subscription and excludes source code and platform technology; it does not extend hosted-use rights. Data held in third-party systems remain subject to those systems and applicable access rights. After the applicable export and retention period, Provider may delete Customer Materials under its normal retention practices, except where legally required to retain them. Retained materials remain subject to this Agreement's use restrictions and applicable safeguards and confidentiality duties.

7.7 Reasonable safeguards. Provider will maintain commercially reasonable administrative, technical, and organizational safeguards appropriate to the Customer Materials and contracted Services. These include access controls and authentication; measures to protect against unauthorized access, use, or disclosure; reasonable backup and recovery practices; selection of reputable hosting and database providers; and reasonable application of security updates and patches. Provider will protect the confidentiality of Customer Materials consistently with Section 8. These commitments do not guarantee uninterrupted operation or that every security incident will be prevented.

7.8 Security incident notice. If Provider confirms a security incident materially compromising Customer Materials stored in the Portal, it will notify Customer's designated administrators and formal-notice email address without unreasonable delay after confirmation. Provider will provide reasonably available information about the incident's nature, affected information, mitigation actions, and recommended Customer actions, with material updates as information becomes available. Provider will reasonably investigate and mitigate the incident. Nothing in this provision delays or limits any earlier notice or other duty required by applicable law. Sections 7.7 and 7.8 continue for Customer Materials retained after the Agreement ends.

8 Confidentiality

8.1 Confidential Information. Each party may disclose nonpublic business, commercial, technical, or proprietary information to the other in connection with the Services. Information is confidential if identified as such or if its nature and the circumstances reasonably indicate confidentiality. This includes qualifying Customer business records and Provider's nonpublic software and technical information. These obligations also govern handling, after the Effective Date, of qualifying information disclosed during earlier discussions about this engagement; they do not create retroactive liability for earlier conduct.

8.2 Limited use and disclosure. The receiving party will use Confidential Information only to perform or exercise its rights under this Agreement and will not disclose it except as permitted here. It may share information with employees, contractors, professional advisers, and, on Customer's side, authorized partner personnel who need it for that purpose and are bound by confidentiality obligations at least as protective as these terms. Applicable professional confidentiality duties may satisfy that requirement. The sharing party remains responsible for its permitted recipients' compliance, subject to the liability provisions.

8.3 Exclusions. These duties do not apply to information the recipient can establish: is or becomes public without a breach by the recipient or anyone for whose compliance it is responsible; was already lawfully known without a confidentiality restriction; was lawfully received without restriction from an authorized third party; or was independently developed without using the discloser's Confidential Information. An exclusion does not grant a license to software, brands, or other intellectual property.

8.4 Required disclosure. If disclosure is legally required, the recipient may disclose only the information required. To the extent lawful and practicable, it will notify the discloser in advance and reasonably assist, at the discloser's expense, with efforts to obtain confidential treatment or other protection. This does not require unlawful nondisclosure, authorize a veto over legal compliance, or require a challenge to every demand.

8.5 Duration. The confidentiality obligations continue during the Agreement and for five years after it ends. For information qualifying as a trade secret under applicable law, protection continues for as long as it retains that status. Expiration or termination does not grant either party broader rights to use the other's materials or software.

9 Third party intellectual property claims

9.1 Covered claims and allocation. A "Covered IP Claim" is a third-party claim alleging infringement or misappropriation of intellectual-property rights by material supplied by a party for use as authorized under this Agreement, subject to the proportionate exclusion in Section 9.2. Provider will defend Customer against Covered IP Claims concerning Provider's supplied Portal software. Customer will defend Provider against Covered IP Claims concerning Customer Materials supplied by or for Customer. The responsible party will pay covered damages awarded against the protected party and settlements approved under this section, subject to Section 12. This does not create an indemnity for unrelated commercial disputes or impose a different liability limit.

9.2 Unauthorized conduct. A party's protection excludes only the portion of a claim caused by the protected party's unauthorized modifications or use outside this Agreement. An unrelated breach does not eliminate protection. Authorized configurations, permitted software use, and the expressly included CRM integration remain eligible for otherwise applicable coverage. There is no blanket exclusion merely because a claim involves a third-party component or combination.

9.3 Notice and assistance. A party seeking protection will promptly give formal written notice of the actual claim and reasonably assist with its defense at the defending party's expense. A delay in notice reduces protection only to the extent the delay demonstrably and materially harms the defense. Late notice alone does not forfeit protection. Assistance must reasonably relate to the Covered IP Claim, and its costs remain subject to the applicable liability framework.

9.4 Defense and settlement. The responsible party controls the defense and settlement of the Covered IP Claim. It must obtain the protected party's written consent before agreeing to a settlement that admits fault on that party's behalf, requires that party to pay money or undertake another obligation, or fails to fully release that party from the covered claim. Control does not extend to unrelated claims. No unconsented settlement may leave the protected party funding a gap above the applicable indemnity limit, and a release of the covered claim does not surrender unrelated rights.

9.5 Continued-service responses. In response to a Covered IP Claim concerning the Portal, Provider may, at its expense, obtain rights permitting continued use or modify or replace the affected software without materially reducing the agreed functionality. These options do not eliminate the existing defense and payment duties, authorize a new Customer fee, or promise success in every case. Any settlement imposing obligations on Customer remains subject to Section 9.4.

9.6 Infringement termination. If a Covered IP Claim prevents continued operation and neither continued-use rights nor a suitable modification or replacement preserving agreed functionality is reasonably available, Provider may terminate the affected Order Form by formal written notice. Provider will refund unused subscription prepayments and unearned implementation prepayments actually received for work not provided under that Order Form within 30 calendar days after the effective termination date. This ends the affected subscription, rather than removing a module while continuing to charge the unchanged subscription fee. The initial 90-day convenience minimum does not block this exit or create charges afterward.

9.7 Continuing obligations. Ending the subscription or changing the software does not extinguish accrued claims or the covered defense and payment obligations relating to the supplied software or materials. These provisions are not an exclusive remedy and do not change the agreed limitations and their exceptions. Defense costs and covered payments are subject to the applicable aggregate cap; they are not treated as uncapped subscription fees or refunds.

10 Suspension termination and refunds

10.1 Nonpayment suspension. Provider may suspend access for an undisputed overdue subscription amount only if it remains unpaid ten calendar days after Customer receives a written overdue and suspension warning. The warning must follow the payment due date and identify the overdue amount and potential suspension. Good-faith disputed sums are excluded from this ground, while undisputed amounts remain due. Provider will promptly restore access when the relevant undisputed amount is paid. This process does not shorten the material-breach cure period or itself authorize deletion or termination.

10.2 Misuse suspension. Provider may temporarily suspend affected access when it has a reasonable factual basis to believe misuse creates an immediate material risk to the Portal or its users. Suspension must be limited in scope and duration to what is necessary to address that risk. Provider will notify Customer's administrators before suspension when practicable and otherwise promptly afterward, and restore affected access promptly after the risk is resolved. This is not a general monitoring obligation or a right to suspend for growth alone.

10.3 Fees during suspension. Subscription fees continue during a properly imposed suspension caused by Customer's nonpayment or Authorized User misuse while the subscription remains active. Suspension does not extend the term or restart the initial minimum. This rule does not excuse a wrongful suspension or Provider-caused outage and does not impose fees after effective termination.

10.4 Material breach. Either party may terminate this Agreement or the affected Order Form if the other party commits a material breach and does not cure it within 30 calendar days after receiving written notice describing the breach. If a material breach cannot reasonably be corrected, the nonbreaching party may terminate by immediate written notice explaining the breach and why it cannot reasonably be cured. Labeling a curable breach incurable does not avoid the cure period. These remedies remain available before Go-Live and during the initial 90 days.

10.5 Provider-breach refunds. If Customer terminates for Provider's material breach under Section 10.4, Provider will refund unearned prepaid fees actually received: subscription payments for periods after effective termination and implementation prepayments for work not provided. This is not an automatic refund of all historical fees or a sole remedy for deficient work. Defective work is not deemed earned merely because it was delivered. The valuation method agreed in the Order Form or an incorporated scope document, if applicable, will assist in determining earned portions without waiving claims for deficient performance.

10.6 Convenience refunds and valuation. For Customer convenience cancellation, Provider will refund unused prepaid subscription fees covering periods after the effective end date. Earned fees for completed and delivered implementation work are nonrefundable for that exit. The Order Form or an incorporated scope document states any agreed treatment of unearned implementation prepayments on a convenience exit. These provisions do not change the separate Provider-breach or IP termination refund rights. Any dispute over part of a refund does not by itself justify withholding an otherwise undisputed refund amount.

10.7 Timing and proration. Required refunds are payable within 30 calendar days after the effective cancellation or termination date, without a separate refund request or release. For an unused part of a prepaid monthly subscription period, the refund equals the prepaid base fee for that period multiplied by unused calendar days after effective termination divided by the actual calendar days in that service period. A day is not both charged as served and refunded as unused. Applicable transaction-tax adjustments will follow the law. Agreed refund amounts are subject to the exception in Section 12.3.

10.8 Effect of ending. Hosted-use rights for an ended subscription cease on its effective end date, subject to the separate export and retention rights in Section 7.6. Customer owes only charges properly accrued or otherwise earned under this Agreement, subject to applicable refunds and claims. No remaining annual subscription fees are accelerated merely because the subscription ends. Accrued payment and refund obligations, ownership and permitted-use restrictions, data export and retention obligations, safeguards and incident duties for retained Customer Materials, applicable confidentiality duties, covered IP obligations, liability provisions, and dispute terms continue to the extent needed to give them effect. Ending the Agreement transfers no ownership of Customer Materials or Provider software.

11 Formal notices and dispute process

11.1 Formal email notices. The parties consent to formal contract notices by email to their designated notice addresses in the Order Form, including breach, cancellation, nonrenewal, and renewal-price notices. A notice is received when successfully delivered to the designated mailbox in a readable and retrievable form, supported by delivery evidence, even if not opened or answered. Necessary attachments must also be readable and retrievable. Sending alone, a bounced message, or merely having no bounce does not establish receipt. The support inbox is not automatically the formal-notice address.

11.2 Address changes and other methods. A party may update its formal-notice address by notice through the then-current formal-notice process. Another delivery method may be used by mutual agreement. Formal email notice does not constitute consent to email service of court proceedings. Ordinary implementation and support communications use their designated contacts and do not change a formal deadline unless the required formal notice is also given. No after-hours deemed-receipt rule changes the actual-delivery standard.

11.3 Initial discussions. Before starting a court proceeding arising from this Agreement, the parties will attempt in good faith to resolve the dispute through direct discussions for 30 calendar days after receipt of written dispute notice. This period may run concurrently with a breach-cure period if the notice satisfies both provisions. It does not require a settlement, extend legal filing deadlines, or delay an otherwise available contractual cancellation, suspension, or termination right.

11.4 Urgent or deadline-preserving proceedings. A party may seek urgent relief or file as needed to preserve a legal deadline without waiting for the discussion period to expire. The parties do not waive applicable bond requirements or establish an automatic entitlement to an injunction, and this Agreement does not itself toll a limitations period.

11.5 Law and courts. California law governs this Agreement. Disputes will be resolved exclusively in competent state or federal courts located in California, with the particular county and court determined under applicable jurisdiction and venue rules. This clause does not create federal subject-matter jurisdiction. The parties have not agreed to mandatory arbitration or a contractual jury-trial waiver.

11.6 Legal expenses between the parties. Each party generally bears its own attorneys' fees in disputes between the parties. This does not override a fee award or sanctions authorized by applicable law or ordinary recoverable court costs. It is distinct from the defense expenses for covered third-party IP claims under Section 9 and creates no prevailing-party or collection-counsel fee recovery by contract.

12 Liability allocation

12.1 General aggregate cap. Subject to Section 12.3, each party's total aggregate liability arising out of or relating to this Agreement is limited to the net implementation and subscription fees paid or actually payable under this Agreement during the 12 months immediately preceding the event giving rise to the claim. Each amount is counted once. Unearned future subscription fees are excluded. The amount is not annualized and has no minimum floor. The cap is aggregate rather than separately available for each claim, remedy, or renewal.

12.2 Multiple claims. Claims arising from the same or a related series of events use the first event in that series for the lookback. If multiple unrelated events produce different applicable lookback amounts, the aggregate ceiling for those claims is the largest single applicable amount, not the sum of the amounts. Amounts paid toward liability subject to that aggregate ceiling count against it and do not replenish because a term renews. This provision does not convert fees or refunds excepted below into capped damages.

12.3 Exceptions. The general cap does not limit established fraud or willful misconduct, liability that applicable law prohibits limiting, Customer's properly owed fees, or Provider's expressly agreed refund amounts. The fee and refund exceptions concern those sums themselves; they do not make related collection expenses, ordinary damages, or indemnity payments uncapped. A mere allegation of fraud or willful misconduct does not establish the exception, and no special final-judgment or exhaustion requirement is imposed here.

12.4 Consequential damages. Subject to the exceptions in this paragraph, neither party is liable to the other for indirect or consequential damages. Lost profits or revenue are excluded only when they are indirect or consequential, not solely because they are described as profits or revenue. This exclusion does not apply to established fraud or willful misconduct, matters that applicable law does not allow the parties to exclude, properly owed fees, or expressly agreed refunds. It does not create a blanket exclusion of direct damages. Section 9's coverage and payment obligations remain subject to this liability framework.

12.5 Applicable law and other remedies. All limitations operate only to the extent permitted by applicable law. No provision exempts a party from responsibility that the law does not permit it to waive. Except where a specific provision expressly states otherwise, an agreed remedy does not eliminate other available remedies, subject to this Agreement's liability allocation and the rule against double recovery.

13 General provisions

13.1 Independent businesses. The parties are independent contracting businesses. This Agreement does not create a partnership, joint venture, employment relationship, or authority for either party to bind the other. Individuals sign solely as authorized representatives of their identified entities, without giving a personal guarantee.

13.2 Complete agreement and amendments. This Agreement contains the parties' agreement concerning the described Portal Services and supersedes prior proposals and discussions on that subject. It does not amend unrelated consulting or other separate agreements unless expressly stated. Amendments, additional scope, capacity changes, and subscription changes require mutual written agreement, except for renewal repricing expressly permitted by Section 4.5. Operational email exchanges do not silently transfer software ownership or expand the purchased scope.

13.3 Assignment. Neither party may assign this Agreement without the other's written consent, except to a successor in a merger, acquisition, reorganization, or sale or transfer of substantially all relevant assets or Provider's SaaS/platform business, if the successor assumes this Agreement in writing. The assigning party will give written notice to the other party. Assignment does not release accrued obligations unless expressly agreed. This section does not restrict authorized partner access or permitted hosting and database providers.

13.4 Severability and waiver. If a provision cannot be enforced, the remaining provisions continue to the extent they can operate lawfully, and the parties will work in good faith on a lawful replacement reflecting the original commercial purpose. Failure to enforce a provision on one occasion does not waive later enforcement. A waiver must be given in writing by the party granting it and applies only to its stated circumstances.

13.5 Signatures. The parties may sign the Subscription Order Form in counterparts and exchange electronic signatures or signed electronic copies. Together, the signed counterparts form one agreement. The Effective Date is the last signature date on the Subscription Order Form. Each signatory represents that they are authorized to bind the entity identified beside their signature. These General Terms are incorporated into that Order Form and require no separate signature.