

2. Clause by Clause Comparison Appendix: Master Services Agreement

| Standard Framework | Standard MSA Clauses | MSA Under Review Clauses | LAWYER COMMENTARY |
|------------------------------------|---|--------------------------|--|
| Return of Confidential Information | Return of Confidential Information. Upon termination or expiration of this Agreement or upon request by the disclosing Party at any other time during the Term, the receiving Party shall return all Confidential Information to the disclosing Party, or shall, upon request by the disclosing Party, destroy the Confidential Information and provide the disclosing Party with written certification of the destruction of such Confidential Information (the "Return of Confidential Information"). | N/A | <p>Recommendation: Action required.</p> <p>Client to add suggested clause. This is important to ensure Vendor can have confidential information returned on demand, especially if the vendor shares confidential vendor source code for proprietary software.</p> |

GROUPING 6: Core

| Standard Framework | Standard MSA Clauses | MSA Under Review Clauses | LAWYER COMMENTARY |
|----------------------------|---|--------------------------|--|
| Disclaimer on Infringement | Infringement of Intellectual Property. The Company makes no representations as to the potential for any claim of patent, copyright, or trade secret infringement based on the use of the Company Background Intellectual Property, the Company Toolsets or Joint Intellectual Property, nor will the Company be responsible for procuring the use of such Intellectual Property for the Client if any such Intellectual Property becomes the subject of a claim | N/A | <p>Recommendation: Action required.</p> <p>Client to add suggested clause to protect from liability for third party claims.</p> |

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| | of infringement of patent, copyright, or trade secret. | | |
| Disclaimer of Warranties | Disclaimer. Except as expressly set out in this Agreement, THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. | N/A | Recommendation: Action required. Add suggested clause. |
| Definition of Confidential Information | “Confidential Information” means the contents of this Agreement and all information (including Background Intellectual Property of either Party; Client Intellectual Property, the Company Toolsets and the Software Product) disclosed or provided by the disclosing Party to the receiving Party relating to the Statement of Work and designated by the disclosing Party as confidential at the time of disclosure. | N/A | Recommendation: Action required. Client to add a definition of ‘confidential information’ which will include any information referenced in the ‘General Duty Not to Disclose’ clause, intellectual property, or data that will be disclosed during the term of this agreement |
| General Duty Not to Disclose OR Covenant to Maintain Confidentiality | Confidentiality. Both Parties shall hold all Confidential Information in strict confidence | All confidential data, supplied by either party or by one of their partners, is to be treated confidentially and is not to be disclosed to third parties without written consent from the Disclosing Party. Non-Disclosure: Both Parties hereby agree that neither it nor its employees will reveal, duplicate, or otherwise make available the confidential information. | No recommended changes. |