

## **Pricefx Contracting Overview**

### **A transparent guide to our Agreement**

Thank you for taking the time to review Pricefx’s agreement package overview and related FAQ. It is designed to provide helpful information about Pricefx’s subscription, hosting, and implementation services delivered on our enterprise pricing intelligence platform (the “**Services**”) and the agreement drafted specifically for use with those Services (the “**Agreement**”).

This document explains how our contracting process works, why we use our templates, and how we approach negotiations. Our goal is simple: to ensure clarity, fairness, and efficiency, which in turn allows us to focus on delivering meaningful pricing transformation value to your business.

#### **Our Contracting Philosophy**

We understand that many organizations are accustomed to working from their own contract templates. At the same time, Pricefx uses a standardized Agreement that has been specifically designed for our pricing platform and global customer base.

Our Agreement reflects our core values: **Fast. Flexible. Friendly. Fair.** These values are embedded in how we structure and approach contracting. Specifically, our templates are built to ensure:

- Transparent risk allocation
- Balanced commercial relationships
- Efficient and predictable contracting processes
- A long-term partnership mindset

**Other Benefits.** Our agreement structure is designed to be clear, modular, consistent, and scalable. It separates commercial terms from legal conditions, ensuring transparency and ease of navigation for all stakeholders. The same framework supports multi-geography transactions and future expansions, whether based on regions, business units, or capabilities, without introducing unnecessary complexity.

By working from a consistent and well-established template, we streamline negotiations, reduce friction points, and maintain alignment with evolving market standards. We regularly review and refine our Agreement to ensure it remains practical and commercially balanced. This approach benefits both parties by allowing us to focus less on contract mechanics and more on delivering measurable pricing and business value.

Our approach has allowed us to provide a set of better-than-most positions, including:

- **Global.** One form for all regions. Want to add a geographic scope? No Agreement revisions required.
- **Readable / Short.** User-friendly organization with clear language. Minimal legalese.
- **No Superfluous Concepts.** If it doesn’t apply to our Services or your subscription, it’s not in our template.
- **No Licensed Seats.** Unlimited use within business-focused limitations (revenue, geography, and business units).
- **Optimized Indemnification and Liability.** No customer indemnification obligations. Fair mutual limitations of liability and carve-outs to the same.
- **Service Levels.** “Three 9s” uptime commitment on production parititons and fair service level remedies.
- **Independently Reviewed.** Our Agreement has been independently reviewed and certified by TermScout, a third-party contract benchmarking organization. This independent certification reinforces our commitment to clarity, balance, and transparency in our contracting approach.
- **Broad adoption.** Our Agreement has been adopted by organizations across multiple industries and geographies and has been designed to reflect widely accepted market practices.

## **Agreement Structure and Contents**

To promote transparency and streamline the review process, the core legal documents (Subscription Terms, Product Specific Terms and all Addenda) governing Pricefx's Subscription Services are publicly available on our **Contracts Hub**: <https://www.pricefx.com/resources/contracts-hub>. The versions of the core legal documents in effect on the effective date of the Agreement will govern the applicable subscription unless otherwise agreed. Together, the commercial / deal-specific documents and legal documents form the complete Agreement.

All commercial and deal-specific documents, including your Order Form and any applicable Statement(s) of Work (SOW), will be provided directly by your Pricefx sales representative as part of the commercial engagement process.

For clarity, the Agreement consists of the following components:

- Order Form (“OF”). This document contains specifics as to the Services to which you are subscribing, commercial details (subscribed capabilities, fees, term length etc.), and any limitations on your subscription (e.g., revenue, geography, or business units).
- Subscription Terms (“Terms”). Incorporated into the OF, these comprise the legal terms that govern our relationship, including access rights, data protection obligations, reps and warranties, intellectual property, and indemnification / liability.
- Product-Specific Terms. These supplementary terms apply only to certain products or offerings (for example, AI-enabled features, onboarding and adoption programs, or resale services). These are incorporated into the Terms as needed based on the purchased Services.
- Statement of Work (“SOW”). You will only sign an SOW if you are also purchasing professional services (e.g., implementation, onboarding, support). It describes the scope of professional services, deliverables, fees, and other terms. If a third-party partner provides services, their SOW governs those services and is separate from Pricefx's Agreement.
- Addenda and Support Documents. Certain addenda, such as the Support and SLA Addendum and the Security Addendum, apply as a standard part of our Agreement. Others, such as the Data Processing Addendum, apply only in specific circumstances depending on the nature of the Services. The current list of addenda and support documents is as follows:
  - Support and SLA Addendum (“SLA”). Governs Pricefx's “standard” support services and service level commitments (e.g., uptime targets and remedies). Additional support services may be available under separate terms.
  - Security Addendum. Provides additional information on the security controls and measures implemented by Pricefx to protect customer data.
  - Data Processing Addendum (“DPA”). Applicable when Pricefx processes personal data on your behalf. Includes provisions such as EU, UK, and Switzerland Standard Contractual Clauses and details about approved sub-processors.
  - List of Sub-processors. A listing of third-party sub-processors engaged by Pricefx in connection with data processing.
- Other Documents. On occasion, specific deal requirements may necessitate the inclusion of other documents. Pricefx's sales, customer success, and legal teams will work with you to identify and incorporate these when appropriate.

## **How It Works in Practice**

- You sign the Order Form and the SOW(s) (if applicable) to document the commercial terms and implementation terms/support terms.
- The Subscription Terms and any Product-Specific Terms are incorporated by reference into those ordering documents, forming a unified Agreement.
- Addenda such as SLA, DPA, and Security terms apply automatically based on the services you are consuming.
- All documents together comprise your comprehensive Pricefx Agreement.

### **Negotiating the Agreement**

While we view our Agreement to be acceptable as-is, we are open to negotiation. However, our goal is to focus on what truly matters – risk allocation, scope clarity, and compliance – rather than spending time debating drafting style.

#### **Therefore, to ensure efficiency and alignment:**

- We prioritize discussions around material legal and commercial issues rather than drafting style or formatting differences.
- We focus on material risk issues.
- We encourage issue-based discussions instead of redlining every sentence. For these purposes, we are happy to leverage issues grids or similar documents and can provide sample forms.
- We are happy to set up legal-to-legal calls to resolve core concerns quickly.

To make the process as smooth as possible, we want you to be aware that to maintain consistency across our customer base, certain elements of our agreement framework remain standardized:

- **Non-IP Indemnities.** Our template includes a one-way (uncapped) IP indemnity in our customers' favor, which covers the most prevalent software-related risk.
- **Unlimited Liability.** While our template carves out limited situations where liability is not limited, we cannot agree to expand the scope of these carve-outs. Specifically, we will not accept proposals for unlimited liability arising out of data protection/ security issues. We have, however, incorporated a “supercap” for these issues in our template, as we appreciate the sensitivity of these topics.
- **SLA Modifications.** To ensure we satisfy our support and availability commitments, we apply the same SLA to all customers and require that the terms published on our website control. Certain “premium” or “platinum” support” options, which are available for additional fees.
- **“Work for Hire” / IP Assignment.** Our Services are “out-of-the-box” (subject to configuration and implementation), and the IP in our Services is our most material asset. We therefore cannot agree to language that purports to assign to our customers any IP in or related to the Services.

### **Questions?**

If you have any questions on this FAQ or the Agreement, please reach out to your Pricefx account executive or feel free to contact us directly at [legal@pricefx.com](mailto:legal@pricefx.com).

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