Master Subscription and Services Agreement

Portwood LLC · Published November 2, 2026

General terms for Portwood subscriptions, included support, premium support and implementation services.

1 Parties and formation

This Master Subscription and Services Agreement (Agreement) is between Portwood LLC, an Indiana limited liability company (Portwood), and the legal entity identified as the customer in a quote issued by Portwood (Customer). By signing a Portwood quote that expressly incorporates this Agreement, Customer accepts this Agreement. The person signing on Customer's behalf represents that they have authority to bind Customer.

This Agreement takes effect on the date Customer signs that quote, unless the quote expressly states another Agreement effective date. Subscription and service start dates remain as stated in the quote. An Order means an accepted quote, or a subsequently agreed order document, statement of work or amendment that expressly incorporates this Agreement.

Customer may review this Agreement before accepting a quote. Merely viewing or downloading it, installing a free release or booking a call does not accept this Agreement, create a subscription or authorize payment. The accepted quote identifies the applicable Agreement version or attached copy and any incorporated schedules. Later website changes do not amend an existing Order except through the agreed amendment or renewal process.

2 Subscriptions and open source

An Order identifies the official Portwood managed-package distribution and associated services purchased, the Salesforce organizations covered, the products, the covered named users, the subscription dates, and any usage entitlements. A subscription includes the distribution, maintenance, updates, support, and other commitments expressly identified in the Order and applicable schedules.

The software and components identified as Apache 2.0 or otherwise open source remain governed by their applicable licenses. Those licenses prevail for the rights they grant in that code. This agreement does not revoke, narrow, or replace those rights, impose royalties on independent use of Apache-licensed code, or require Customer to purchase a subscription to exercise those rights. Commercial fees purchase the agreed Portwood subscription and services. Portwood assumes any additional support, warranty, or liability obligations solely on its own behalf and will comply with the related obligations of applicable open-source licenses.

Portwood may administer entitlements for its official managed distribution as expressly agreed in an Order, consistently with applicable open-source rights and any agreed transition terms. No existing free installation is converted to a paid subscription solely by publishing these terms. The availability of future releases, support for a release, and the services provided are defined by the Order and support schedule.

3 Users and customer responsibilities

An Order must define which users count toward each product, whether Signing includes Documents, the treatment of integration and automation users, production organizations, and sandboxes, and whether external signing recipients are excluded from paid seat counts. Customer assigns and reassigns covered users within the purchased quantities under the agreed rules. Any additional quantities, proration, reductions, or changes require the process stated in the Order.

Customer controls its Salesforce environment, permissions, backups, templates, and workflow configuration, and maintains necessary Salesforce subscriptions and third-party entitlements. Customer is responsible for having authority to use the records, documents, and personal data it supplies. No provision requires Customer to disclose credentials or unnecessary production data to Portwood.

4 Support and professional services

Standard email support is included only to the scope stated in the applicable Order and Support and Maintenance Schedule. Premium support requires a separately identified purchase and coverage period. A response target concerns an initial substantive response and is not a guarantee of resolution time or application uptime unless the parties expressly agree otherwise.

Implementation, migration, template builds, integrations, training, and other project work require an SOW prepared by Portwood and agreed with Customer, identifying deliverables, responsibilities, acceptance, and fees. Customer reviews and accepts the completed scope rather than completing a blank project form. Portwood will perform professional services with reasonable skill and care using suitably qualified personnel. Portwood remains responsible for its subcontractors' performance and applicable confidentiality and data-protection obligations.

5 Fees billing and renewal

Prices, currency, taxes, billing frequency, payment due dates, subscription commitment, seat adjustments, and payment method are stated in the Order. A monthly equivalent price does not establish a monthly cancellation right when the Order states an annual commitment. Customer pays undisputed amounts when due and promptly identifies disputed amounts with sufficient detail; both parties work in good faith to resolve the dispute.

Renewal is automatic only if expressly stated in the Order together with the renewal term and cancellation deadline. An Order must identify any renewal pricing method and advance-notice period. Portwood will provide any notices required by applicable law. No credit card or bank debit is authorized by this agreement alone; any recurring-payment authorization is separately recorded through the payment process.

Unless an Order states otherwise, cancellation takes effect at the end of the current commitment period and prepaid fees are nonrefundable, subject to express remedies in this agreement and applicable law. New or expanded work requires approval before additional charges are incurred.

6 Customer data confidentiality and security

Customer retains all rights in its records, templates, documents, signature records, and other supplied materials (Customer Data). Portwood may access or use Customer Data only to perform the agreed services, on Customer's instructions, and as permitted by the applicable DPA and law. Customer Data is not licensed for sale, unrelated advertising, or training general-purpose AI models.

Each party protects the other's nonpublic business, technical, security, financial, and personal information using at least reasonable care, uses it only for this relationship, and limits disclosure to people with a need to know who are bound by appropriate confidentiality duties. Exceptions are information shown to be public without breach, already known without restriction, independently developed, or lawfully received from another source. Legally compelled disclosure is limited to what is required, with notice where legally permitted.

Confidentiality continues for three years after termination, with trade secrets protected while they remain trade secrets and personal data protected as required by the DPA and law. On request or termination, confidential information is returned or deleted subject to legal retention, restricted archival records, and ordinary backup cycles.

Before processing personal data on Customer's behalf, the parties complete any required DPA, processing description, approved subcontractor list, and transfer documentation. Customer grants access through named, limited accounts, preferably in a sandbox with masked data. Portwood will maintain the agreed safeguards and notify Customer of personal-data breaches without undue delay after awareness when acting as a processor, with further timing and assistance obligations in the DPA.

7 Intellectual property and deliverables

Each party retains its pre-existing intellectual property. Portwood retains its product, general tools, methods, know-how, and improvements to them, subject to applicable open-source licenses. Customer owns custom deliverables specifically identified as Customer-owned in an SOW after paying the associated fees. Portwood assigns its rights in those identified deliverables to Customer to that extent.

Where retained Portwood materials are necessary to use a paid custom deliverable, Customer receives a perpetual, worldwide, nonexclusive, royalty-free right to use those materials with the deliverable for its business purposes, subject to any applicable open-source or third-party terms. Portwood identifies material third-party dependencies and restrictions in the SOW or supporting documentation. No right to publicize Customer's name, logo, or project is granted without separate permission.

8 Warranties and remedies

During a paid subscription, Portwood warrants that the official distribution will substantially conform to the material functionality described in the documentation identified in the Order when used in the supported configuration. Customer must report a reproducible material failure with sufficient detail. Portwood will use commercially reasonable efforts to correct it or provide a reasonable workaround. If Portwood cannot remedy a material failure within thirty days after sufficient notice, Customer may terminate the affected subscription and receive a prorated refund of unused prepaid fees for it.

For professional services that materially fail the reasonable-skill-and-care warranty and are reported within thirty days after delivery, Portwood will reperform the affected work. If reasonable reperformance fails, Customer may terminate the affected work and receive a refund of the fees paid for the nonconforming portion.

Except for express commitments in the applicable agreement and rights that cannot lawfully be excluded, no other warranties are made. Portwood does not warrant uninterrupted or error-free operation, the legal suitability of a customer's documents, or outcomes controlled by Salesforce, third-party systems, or Customer's configuration.

9 Third party claims

Portwood will defend Customer against a third-party claim that the official Portwood software or a Portwood-created deliverable supplied under an Order infringes that third party's intellectual property rights, and will pay damages and settlement amounts finally awarded or approved by Portwood. This obligation excludes claims caused by Customer's unauthorized modifications, Customer-supplied content, combinations not supplied or required by Portwood where the claim would otherwise not arise, or continued infringing use after Portwood provides a reasonable noninfringing alternative.

Portwood may obtain a right to continue use, modify or replace the affected item without material loss of agreed functionality, or, if neither is commercially reasonable, terminate the affected item and refund its unused prepaid subscription fees. Customer will defend Portwood against third-party claims arising from Customer Data supplied without necessary rights, to the extent not caused by Portwood's breach or unauthorized use.

The indemnified party promptly gives notice, reasonable assistance at the defending party's expense, and control of the defense. Delay in notice reduces an obligation only to the extent of material prejudice. A settlement cannot admit fault, impose nonmonetary obligations, or leave the indemnified party without an unconditional release without its prior consent, not unreasonably withheld.

10 Liability

To the extent permitted by law, neither party is liable under this agreement for indirect, special, incidental, or consequential damages, or lost profits, whether foreseeable or not. Each party's total aggregate liability arising out of this agreement and all Orders is limited to the fees paid or payable under the affected Orders during the twelve months before the first event giving rise to the claim.

For breaches of confidentiality or data-protection obligations, the aggregate cap is twice that amount. The ordinary cap applies to indemnification obligations unless an executed amendment expressly states otherwise. Caps do not limit Customer's obligation to pay valid fees, a party's fraud or willful misconduct, or liability that applicable law does not allow the parties to limit. Amounts paid to third parties under an express indemnity are direct damages for this section.

11 Term suspension and termination

This agreement continues while an Order is in effect. Either party may terminate an affected Order for a material breach that remains uncured thirty days after written notice describing the breach, or when termination is otherwise expressly permitted. Where a breach cannot reasonably be cured in that period, the parties may agree a documented remediation plan.

For undisputed fees more than thirty days overdue, Portwood may suspend the affected commercial services after at least ten days' written notice and an opportunity to cure. A good-faith payment dispute is not grounds to suspend the disputed portion while Customer pays undisputed amounts and cooperates in resolution. Urgent action may be taken to the minimum extent necessary to address unlawful use or a material security threat, with prompt notice where lawful.

Suspension and expiry affect only the agreed commercial services and entitlements, consistently with applicable open-source rights. They do not transfer ownership of Customer Data, authorize deletion of documents, or revoke existing open-source rights. The Order and signing schedule must address open signature requests, access to completed records, and transition assistance. On termination for Portwood's uncured material breach, Portwood refunds unused prepaid fees for the terminated portion.

Accrued payment duties, ownership and open-source provisions, confidentiality for its stated duration, data-return duties, indemnities for covered claims, liability limits, dispute provisions, and any provisions intended by their nature to survive will survive termination.

12 General terms and notices

Indiana law governs this agreement, excluding conflict-of-law rules. The state and federal courts having jurisdiction in Marion County, Indiana have exclusive jurisdiction, subject to applicable mandatory law. Before proceedings, authorized representatives will attempt in good faith to resolve a dispute; either party may seek urgent protective relief.

Legal notices may be sent by email to the legal-notice addresses in the Order, with Portwood's default address hello@portwood.dev. A notice is effective when receipt is acknowledged or reliably evidenced, excluding an automatic out-of-office response; a delivery failure requires another agreed delivery method. Each party maintains

current notice details.

Neither party may assign this agreement without consent, not unreasonably withheld, except to an affiliate or in connection with a merger or sale of substantially all relevant assets where the assignee assumes the obligations and the assignment does not materially increase the other's risk. Portwood remains responsible for subcontracted services. Neither party is liable for delay caused by events outside its reasonable control, except payment obligations, and must mitigate and communicate the effect.

A signed amendment controls its stated subject. A DPA controls personal-data processing conflicts. An Order or SOW may override this agreement only by expressly identifying the provision varied; the applicable product and support schedules otherwise supplement it. Applicable open-source licenses control the rights they grant in covered code. Website updates do not amend an existing Order or accepted agreement version without the agreed change process.

This agreement, the accepted Orders and incorporated schedules are the entire agreement on their subject. Amendments require mutual written agreement. Electronic signatures and counterparts are permitted. If a provision is unenforceable, the remainder continues; a waiver is effective only for the instance expressly given. Each party is an independent contractor.