

1.1 SERVICES.

During the Subscription Term, and subject to all terms and conditions of this Agreement, PactSafe will use commercially reasonable efforts to provide the Services and API consistent with your Service Plan. PactSafe may provide the Services and API using third party vendors or service providers. You agree to pay PactSafe the Subscription Charges, in the amounts and at the times specified in your selected Service Plan. You will have the right to register your Authorized Users, who may access and use the Service.

Your use of the Service under a Service Plan may be measured based on the number of Seats described in the Service Plan. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to use the Service. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your account and impose additional charges for such additional Seats on an ongoing basis. Your use of the Services and/or API shall include only those features (and including only those Signing Methods) expressly set forth in your Service Plan.

1.2 CHANGES TO THE SERVICES.

PactSafe may also make commercially reasonable modifications to the Services from time to time without prior notice. PactSafe may make changes to any Service Plan at any time. After 30 days' notice to you of a change to your then applicable Service Plan, if you continue to use the Services or API beyond the expiration of your then current Subscription Term or renewal term, such use in the subsequent renewal term will be governed by the modified Service Plan.

1.3 LIMITATIONS.

PactSafe will not be responsible or liable for any failure in the Services or API to the extent such failure results from or directly attributable to (a) your Systems, (b) network, telecommunications or other service or equipment, (c) your products or services or third party products or services procured or provided by you, (d) your gross negligence or willful misconduct or the gross negligence or willful misconduct of third parties engaged by you, (e) any Force Majeure Event, (f) scheduled maintenance or (g) unauthorized access by third parties to the Services that results from Systems used by you to access the Services.

1.4 SYSTEMS.

You shall obtain and operate all Systems needed to use the Services, and provide all corresponding backup, recovery and maintenance services. You shall ensure that all Systems are compatible with the Services.

1.5 API Use

If your Service Plan includes access to the API, then subject to the terms and conditions of this Agreement, PactSafe grants to you a limited, nonexclusive, nontransferable, nonsublicensable, worldwide, revocable right and license during the Subscription Term to use and make calls to the API to develop, implement, and distribute your own applications solely for use by you and your End Users, in connection with the Services. You may only use the API to initiate Requests as expressly set forth in your Service Plan.

PactSafe may modify, amend, change, or deprecate all or part of the API in its sole discretion at any time (an "API Modification"). PactSafe shall use commercially reasonable efforts to provide prior notice to you of any such actions as soon as reasonably practical. You shall, within thirty (30) days from the date of first notice of any API Modification(s) (or such shorter period of time specified in the notice of the API Modification(s)) (the "Conformance Period") comply with such modification(s) by (i) implementing and using the most current version of the API; provided that such current version is provided to you at no additional Subscription Charge (fee), (ii) making any changes to your application using the API that may be required as a result of such API Modification, (iii) using commercially reasonable efforts to stop distribution of all prior versions of your applications using the API, and (iv) using commercially reasonable efforts to upgrade all prior versions of your applications using the API then in use to the most recent version. You acknowledge that an API Modification may have a material adverse effect on your applications using the API, including but not limited to causing such applications to not to operate as designed. PactSafe shall have no liability of any kind to you or any End User with respect to such API Modifications or any adverse effects resulting from such API Modifications. Your continued access to or use of the API following the Conformance Period shall constitute binding acceptance of the API Modifications at issue.

1.6 CONSENT.

By using the Services, you affirmatively consent to conducting electronic business transactions and using electronic signatures via the Services. You also confirm your ability to access information in the form that will be used to provide the information that is subject to your consent. Your consent applies only to the transaction that gave rise to the obligation to provide the agreement. If you are a consumer, you may have the right or option to have the agreement provided or made available on paper or in nonelectronic form. You hereby agree that PactSafe has no obligation to provide or make available on paper or nonelectronic forms any agreements to which you are a party and that your counterparty is solely responsible for providing any agreements on paper or in non-electronic form. After signing a document using the Services, PactSafe will provide you with the option to download and print a paper copy of the document.

1.7 USE OF THE SERVICES

Your use of the Services and/or the API is subject to your acknowledgement and agreement to the following:

- (a) The Services / API facilitate the execution of contracts between multiple parties. Nothing in this Agreement may be construed to make PactSafe a party to any of your Contracts processed through the Services or API, and PactSafe makes no representation or warranty regarding the transactions sought to be effected by any Contract.
- (b) You have exclusive control over and responsibility for the content, quality, and format of any of your Contracts.
- (c) PactSafe assumes no liability or responsibility for a party's failure or inability to electronically sign any of your Contracts within a period of time or at all.
- (d) You are solely responsible for ensuring that your use of the Services and/or API for any transaction complies with all laws applicable to you in your use of the Services, including applicable electronic signature law and any special legal requirements relating to consumers engaging in electronic transactions.
- (e) PactSafe is not responsible or liable to determine whether any particular Contract is subject to an exception to applicable electronic signature laws, rules or regulations, or whether it can be legally formed by electronic signatures.
- (f) PactSafe is not responsible for determining how long any Contracts, documents, and other records are required to be retained or stored under any applicable laws, rules of regulations.
- (g) PactSafe is not responsible for or liable to provide your Contracts to any third parties.

2. Proprietary Rights and Confidentiality

2.1 CUSTOMER DATA.

As between the parties, you shall own all Customer Data. You hereby grant PactSafe a nonexclusive and royalty-free right and license to use, copy, perform, display, and distribute said Customer Data and to prepare derivative works of Customer Data, solely for the purpose of providing the Services and the API, both to you and End Users (i.e. End Users that have accepted legal agreements via the Service). You agree to indemnify and hold PactSafe harmless from all claims, damages, liabilities, losses, costs and expenses (including attorneys' fees) arising out of any use or disclosure of Customer Data permitted hereunder. Although PactSafe does not claim ownership of Customer Data, you represent and warrant that you have the right to grant the foregoing license to PactSafe. You may not use the Services or API to collect sensitive information from End User, including but not limited to credit card information and social security numbers.

All of your Customer Data is archived indefinitely while your paid subscription remains active and account remains in good standing. If you cancel your access to the Services or your account is terminated in accordance with the provisions herein, your Customer Data may be deleted or rendered not accessible via the Services . When all counterparties have signed a Contract via the Services, all signers may have the option to receive an electronic record of the Contract in Portable Document Format via email. You agree that PactSafe is not responsible for any damages you may suffer or incur resulting from information or communication that is blocked by a spam filter and that you are solely responsible for implementing appropriate safeguards to secure your equipment and to back-up your information stored on each. You may login to your PactSafe dashboard to access and download an electronic record of the executed Contract. You are

solely responsible for retaining your executed Contracts, and you hereby agree that you are solely responsible for retaining any Contracts that you execute using the Services for the periods required by any applicable statute of limitation and that PactSafe shall have no liability for not retaining any such Contracts for such periods.

2.2 NO IMPLIED LICENSE.

Except for the limited rights and licenses expressly granted hereunder, no other license is granted to you, no other use is permitted and PactSafe (and its licensors) shall retain all right, title and interest in and to the Services, the API and all updates and modifications thereto (including all intellectual property and proprietary rights embodied therein). You shall not take any action inconsistent with such rights.

2.3 RESTRICTIONS.

Any reproduction, modification, creation of derivative works from or redistribution of the PactSafe.com website, and/or copying or reproducing the PactSafe.com website or any portion thereof to any other server or location for further reproduction or redistribution is prohibited without the express written consent of PactSafe. You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Services or API. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of the Services or API.

2.4 TRADEMARK.

You shall not alter, obscure or remove any printed or on-screen trademark, copyright or other proprietary or legal notice.

2.5 CONFIDENTIAL INFORMATION.

Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information, except to Affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates' employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its Affiliates' employees and agents in violation of this Section.

Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

3. Service Plans

3.1 SERVICE PLAN UPGRADES

Your Service Plan includes certain restrictions and limitation on your use of the Services and API, including the number of Seats, Signers, and Requests you may use, and what Signing Methods you may use. In the event your use of the Services or API exceeds any such limitations at any time, you consent and agree to either a) your Service Plan being upgraded at the beginning of your next renewal term , to the Service Plan appropriate for your usage level, or b) being charged the amount for any such overage as set forth in your Service Plan. Any such upgrade or overage charge shall not require your prior consent or any notice to you.

3.2 TRIAL PERIODS

If your Service Plan includes a 'Free Trial', you will be permitted to access and use the Services (and API if applicable) until the end of your Trial Period. Upon the termination of such trial period, you must select a Service Plan other than a 'Free Trial' and begin paying Subscription Charges as set forth in this Agreement.

4. Billing

4.1 CREDIT CARD INFORMATION.

Except as otherwise set forth in an Addendum, In order to set up an account with PactSafe, you must provide PactSafe with accurate and complete billing information including legal name , address, telephone number, and a valid credit card. By submitting such credit card information, you give PactSafe permission to charge all Subscription Charges and any other fees incurred for using the Services to the designated credit card. PactSafe reserves the right to terminate this Agreement and your access to and use of the Services in accordance with Section 7 hereto if you do not provide a valid credit card for the payment of fees hereunder, or if any Subscription Charges or other charges are not timely paid.

4.2 PAYMENT TERMS.

Except as otherwise set forth your Service Plan or an Addendum, the Subscription Charges are billed in advance upon commencement of your Subscription Term. There will be no refunds or credits for partial periods of Service, upgrade/downgrade refunds. For any upgrades or downgrade in Service Plan level, or for any overage charges, your credit card will automatically be charged beginning with the next billing cycle. Any add-on features or Services (including additional Signing Methods) not provided in your Service Plan will be billed in accordance with specific terms provided at the time the add-on features or Service is requested by you.

4.3 TAXES.

All payments are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies, withholdings and similar assessments (including without limitation, sales taxes, use taxes and value added taxes), and you agree to bear and be responsible for the payment of all such charges, excluding taxes based upon PactSafe's net income. All amounts due hereunder shall be grossed-up for any withholding taxes imposed by any foreign government.

4.4 REVISING SUBSCRIPTION CHARGES

PactSafe may revise Subscription Charges for the Services by providing you written notice (which may be by email) at least thirty days prior to the start of the following renewal term of your Subscription term.

5. Disclaimers

5.1 DISCLAIMER OF WARRANTIES.

THE SERVICES AND API ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. PACTSAFE DOES NOT WARRANT THAT THE SERVICES NOR API WILL MEET YOUR REQUIREMENTS OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, PACTSAFE HEREBY DISCLAIMS (FOR ITSELF AND ITS SUPPLIERS) ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

5.2 DISCLAIMER OF LEGAL ADVICE

PactSafe is not a law firm. Neither the Services, nor access to the Services via the API, nor any content provided on PactSafe.com, is to be construed as legal advice, nor is either a substitute for the advice of an attorney. PactSafe makes no warranty that use of the Services nor API guarantees the enforceability of any legal agreements presented via the Services or API.

6. LIMITATION OF LIABILITY

EXCEPT TO THE EXTENT THAT ANY EXCLUSION OR LIMITATION OF ITS LIABILITY IS VOID, PROHIBITED OR UNENFORCEABLE BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY (OR ITS SUPPLIERS) BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) MATTER BEYOND ITS REASONABLE CONTROL (INCLUDING ANY ERROR OR DAMAGE ATTRIBUTABLE TO ANY NETWORK OR SYSTEM), (B) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS or SERVICES, (C) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL, OR (D) ANY DIRECT DAMAGES, IN THE AGGREGATE, IN EXCESS OF THE AMOUNTS PAID TO PACTSAFE HEREUNDER BY YOU WITH RESPECT TO THE SERVICES THAT GAVE RISE TO THE CLAIM DURING THE TWELVE-MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

7. TERM AND TERMINATION

7.1 TERM.

This Agreement shall commence on the Effective Date and shall continue in effect for the initial term, and any renewal term, specified in the Service Plan. If no initial term is specified in the Service Plan, the initial term shall be 1 month. Unless terminated earlier as permitted herein, the Agreement will be extended automatically for additional terms of 1

month at the end of the initial term and each renewal term, or as otherwise set forth in your Service Plan (collectively, the 'Subscription Term'). Either party may elect not to renew this Agreement by giving written notice thereof, which shall include notice via email, to the other party at least thirty (30) days prior to the end of the then current initial or renewal term. You must terminate in accordance with this Section 7 before automatic renewal in order to avoid billing of the next renewal term.

7.2 TERMINATION.

This Agreement may be earlier terminated by either party (a) if the other party materially breaches a provision of this Agreement and fails to cure such breach within twenty (20) days (ten (10) days in the case of non-payment) after receiving written notice of such breach from the non-breaching party, (b) immediately upon written notice, if the other party makes any assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of any or all of the other party's property, or the other party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding or such a proceeding is instituted against the other party and is not dismissed within ninety (90) days, or the other party becomes insolvent or, without a successor, dissolves, liquidates or otherwise fails to operate in the ordinary course, (c) or as otherwise set forth in this Agreement.

7.3 EFFECTS OF TERMINATION.

Upon any expiration or termination of this Agreement, all rights, obligations and licenses of the parties shall cease, except that (a) all obligations that accrued prior to the Effective Date of termination (including without limitation, all payment obligations) shall survive, (b) PactSafe may, but shall not be obligated to, delete Customer Data and (c) the provisions of Sections 2 (Proprietary Rights), 4 (Payments), 5 (Disclaimers), 6 (Limitation of Liability), 8 (General Provisions) and this Section 7.3 shall survive. Following any termination or expiration of this Agreement, you shall have 30 days to access your account and download / export your Customer Data.

8. GENERAL PROVISIONS

8.1 ENTIRE AGREEMENT.

This Agreement (together with the applicable Service Plan(s)), and any Addendum executed by both parties) constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties about the subject matter of this Agreement. In the event of any conflict or inconsistency between the Agreement and the any Addendum, the terms and conditions in the Addendum will prevail and be controlling. No waiver, consent or, except as expressly provided herein, modification or amendment of this Agreement (including any applicable Service Plan(s) and Addenda) shall bind either party unless in writing and signed by the party against which enforcement is sought . The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. Any waiver granted hereunder must be in writing, signed by both parties and shall be valid only in the specific instance in which given. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable . If this Agreement is required to be registered by you or on your

behalf with any governmental authority, you shall cause such registration to be made and shall bear any expense or tax payable in respect thereof.

8.2 GOVERNING LAW / BINDING ARBITRATION

This Agreement shall be treated as though executed and performed in Indianapolis, Indiana, and shall be governed by and construed in accordance with the laws of Indiana, USA, without regard to its conflicts of law provisions. Neither the United Nations Convention on Contracts for the International Sale of Goods nor any enactment of the Uniform Computer Information Transactions Act shall apply to this Agreement.

Any dispute relating in any way to your use of the Services shall be submitted to confidential arbitration in Indianapolis, Indiana, except that to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the State of Indiana. You hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts of Indiana. Arbitration under this Agreement shall be conducted pursuant to the Commercial Arbitration Rules then prevailing at the American Arbitration Association. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class action proceedings or otherwise. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Services or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. PactSafe operates the Service from its offices in the State of Indiana.

In any action or proceeding to enforce or interpret this Agreement, the prevailing party will be entitled to recover from the other party its costs and expenses (including reasonable attorneys' fees) incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

8.3 REMEDIES.

Except as specifically provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity. Each party agrees that, in the event of any breach or threatened breach of Section 2, the non-breaching party will suffer irreparable damage for which it will have no adequate remedy at law. Accordingly, the non-breaching party shall be entitled to injunctive and other equitable remedies to prevent or restrain such breach or threatened breach, without the necessity of posting any bond.

8.4 NOTICES.

Any notice or communication hereunder shall be in writing and either personally delivered or sent via confirmed email, recognized express delivery courier or certified or registered mail, prepaid and return receipt requested, addressed to the other party at its address specified in the Service Plan, or at such other address designated in a subsequent notice. All notices shall be in English, effective upon receipt.

8.5 ASSIGNMENT.

This Agreement and the rights and obligations hereunder may not be assigned, in whole or in part, by you without the written consent of PactSafe (which shall not be unreasonably withheld). PactSafe may assign this Agreement upon 10 days prior written notice to you. this Agreement shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the parties hereto.

8.6 INDEPENDENT CONTRACTORS.

The parties shall be independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

9. DEFINITIONS

"Admin Seat" means a Seat that only has "Create", "Edit", and "Publish" permissions within the Services.

"Addendum" means a written amendment or addendum to this Agreement, executed by you and PactSafe, which includes an order form.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

"API" means the application programming interfaces developed and enabled by PactSafe that permits you to access certain functionality provided by the Service, and any accompanying or related documentation, source code, executable applications, and other materials made available by PactSafe.

"Authorized User" means any of your employees or agents, identified by a unique email address and user name, who is registered under your account, provided that no two persons may register, access or use the Service as the same Authorized User.

"Confidential Information" means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Customer Data is your Confidential Information.

"Contract" means a Document that has been reviewed, accepted or otherwise interacted with by a Signer.

"Customer Data" means all of your registration information and other information collected and stored by PactSafe in connection with providing the Services and API to you, including without limitation information, content, legal agreements, and End User data.

"Delivery Channel" means any Signing Method, or a single Embedded Contract.

"Document" means an agreement, contract, notice, disclosure or other document deposited into, or generated by you via, the Services.

"Embedded Contract" means any method, other than a Signing Method, for electronically embedding a Document or Documents for review, acceptance, or other interaction via the Services.

"End-User" means any person or entity other than you with whom you or your Affiliates interact using the Services or API, including a Signer.

"Force Majeure Event" shall mean the occurrence of an event or circumstance beyond the reasonable control of a party, provided that the non-performing party is without fault in causing or failing to prevent such occurrence.

"Personalized Contract" means a) a Contract formed via a Request, and/or b) a Contract formed from one or more Documents, with any such Document including fields, terms or information specific to a Signer.

"Request" means a request delivered electronically to a Signer or Signers, requesting that such Signer or Signers review, accept or otherwise interact with one or more Documents. You may initiate the delivery of a Request or via the API only as expressly set forth in your Service Plan.

"Seat" means an active Authorized User listed in the membership of your account at any one time. No two individuals may log onto or use the Service as the same Authorized User, but you may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased.

"Service Plan" means the Service Plan chosen by you during, or subsequent to, the registration process, or as described in an Addendum.

"Services" means the electronic contracting application provided by PactSafe and further described in your Service Plan, and any accompanying or related documentation, source code, executable applications, and other materials made available by PactSafe. Any new or modified features added to the Services are also subject to this Agreement (although you shall only have access to any such new or modified features if expressly set forth in your Service Plan).

"Signer" is an individual or entity tracked via the Service or API as reviewing, accepting or otherwise interacting with any Document

"Signing Method" means the specific method (other than an Embedded Contract) via which a Signer may manifest acceptance, non-acceptance or otherwise agree, disagree or interact with a Request or Personalized Contract.

"Standardized Contract" means a) any Contract formed via an Embedded Contract, and/or b) a Contract formed from one or more Documents, with any such Document including no fields, terms or information specific to a Signer.

"Standardized Document" means a Document, that includes no unique fields, unique terms or unique information specific to a Signer.

"Subscription Charges" means fees payable by you for your use of (a) the Services, as specifically set forth in your Service Plan or an Addendum, (b) the API, or (c) any add-on features or Services requested by you from time to time.

"Systems" means modems, servers, software, network and communications equipment and ancillary services and hardware that are owned, controlled or procured by you.