

Data License Agreement

This Order Form sets forth the terms and conditions specific to your use of the PactSafe Services, defines your Service Plan, and constitutes an Addendum to the PactSafe Terms of Service below. To the extent of any conflict between the PactSafe Terms of Service and this Order Form, this Order Form shall govern. Exhibit A ("Master Services Agreement") and Exhibit B ("Implementation SOW") are hereby incorporated by reference.

Practice Information

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Data Protections

Exhibit A - Master Services Agreement

THIS TERMS OF SERVICE ("AGREEMENT") GOVERNS YOUR USE OF AND ACCESS TO THE SERVICES PROVIDED BY PACTSAFE, INC , A DELAWARE CORPORATION ("PACTSAFE").

This Agreement is effective as of the date you accept it (the "Effective Date"). If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer, or the applicable entity, to these terms and conditions; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of the party that you represent, to this Agreement. You represent that you are at least 18 years of age.

1. SERVICES

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, provided such modifications do not materially impact the quality of the Services.

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.

4. Billing

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, and telephone number

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, you 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.