

SIGNWELL CLOUD SUBSCRIPTION AGREEMENT

This SignWell Cloud Subscription Agreement (this “**Agreement**”) is between Docsketch, LLC d/b/a SignWell, a Delaware limited liability company having a place of business located at 12042 SE Sunnyside Rd., Suite 546, Portland, Oregon 97015 (“**SignWell**”) and the other party identified in the signatures below (“**Customer**”). This Agreement incorporates the SignWell Privacy Policy (described below) and all exhibits attached hereto. This Agreement is effective as of the later of the dates set forth beneath the signatures of the parties (the “**Effective Date**”).

SignWell provides an online service that allows users to create, send, complete and sign documents using electronic signatures (the “**Service**”). This Agreement governs Customer’s access to and use of the Service.

1. **DEFINITIONS.** The following capitalized terms will have the following meanings whenever used in this Agreement.

1.1. “**Affiliate**” means in relation to a party to this Agreement, any corporation or other entity that controls, is controlled by, or is under common control with, such party. A corporation or other entity shall be regarded as in control of another corporation or entity if it owns or directly or indirectly controls 50% or more of the voting securities or other ownership interest of the other corporation or entity, or if it possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the corporation or other entity.

1.2. “**APIs**” means application programming interfaces for sending data to or receiving data from the Services and any software libraries made available to Customer under certain subscription plans for accessing the foregoing.

1.3. “**Customer Data**” means any electronic data or materials provided or submitted by Customer to or through the Service, including without limitation a Service Document.

1.4. “**Documentation**” means SignWell’s published user manuals and instructions that describe the functionality of the Service, as updated by SignWell from time to time.

1.5. “**Order**” means an order for access to the Service, in substantially the form attached hereto as Exhibit A, signed by each party.

1.6. “**Service Document**” means any agreement, notice, instrument, or other document created by a User using the Service or uploaded by a User to the Service.

1.7. “**SLA**” means the service level agreement attached to this Agreement as Exhibit B.

1.8. “**Subscription Fee**” means the fee to be paid by Customer to SignWell to access and use the Service, as specified in an Order.

1.9. “**Subscription Term**” means the subscription period during which Customer is authorized to use the Service, as specified in an Order.

1.10. “**User**” means any natural person who accesses the Service (a) to create or send a Service Document or (b) to complete and/or sign a Service Document created by another User.

2. **Service**

2.1. Access to and Use of the Service. During the Subscription Term, SignWell will make the Service available to Customer for access and use subject to the terms and conditions of this Agreement

and the applicable Order. Customer may permit its Affiliates to access and use the Service in accordance with the terms and conditions of this Agreement, but Customer will be responsible for each Affiliate's compliance with this Agreement.

2.2. Documentation. Customer may reproduce and use the Documentation solely as necessary to support Customer's use of the Service.

2.3. Limitations. Customer shall not: (a) resell, sublicense, lease, time share, or otherwise make the Service available to any party not authorized to use the Service under this Agreement or an applicable Order; (b) copy, modify or create derivative works based on the Service; (c) use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights; (d) knowingly interfere with or disrupt the integrity or performance of the Service or third-party data contained therein; (e) attempt to gain unauthorized access to the Service or its related systems or networks; (f) reverse engineer, decompile, or disassemble any software underlying the Service, except and only to the extent that applicable law expressly permits, despite this limitation; (g) access the Service in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the Service; (h) use the Service to send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, or agents; or (i) collect information or data (including without limitation email addresses) regarding other users of the Service, without the user's consent, including without limitation through the use of harvesting bots, robots, spiders or scrapers. SignWell may suspend Customer's access to the Service if SignWell reasonably determines in good faith that Customer or any User has violated this Section 2.3, in addition to such other remedies as SignWell may have. This Agreement does not require that SignWell take any action against Customer or any User for violating this Section 2.3, or this Agreement, but SignWell may do so in its sole discretion.

2.4. Unauthorized Access. Customer will notify SignWell promptly of any known or suspected unauthorized disclosure of Customer's account password or unauthorized use of the Service through Customer's account.

2.5. Service Levels. SignWell will provide the remedies set forth in the SLA for any failure of the Service described in the SLA. Such remedies are Customer's sole remedy for any failure of the Service, and Customer acknowledges and agrees that if the SLA does not list a remedy for a given failure, it has no remedy. Credits issued pursuant to the SLA apply to outstanding or future invoices only and are forfeited upon termination of this Agreement. SignWell is not required to issue refunds or to make payments against such credits under any circumstances, including without limitation after termination of this Agreement.

2.6. Revisions to the Service. SignWell may revise the features and functions of the Service at any time, provided no such revision materially reduces the features or functionality provided pursuant to the applicable Order during the then-current Subscription Term.

2.7. Maintenance. From time to time, SignWell may apply updates, patches, bug fixes, or other maintenance to the Service ("**Maintenance**"). SignWell will use reasonable efforts to provide Customer with prior notice of any scheduled Maintenance which may affect the availability of the Service (except for emergency Maintenance).

2.8. Use of APIs. Subject to Customer's ongoing compliance with the terms of this Agreement, SignWell grants Customer a non-exclusive, non-transferable, non-sublicensable, internal use only license, during the Subscription Term to use the APIs to submit to and obtain information from the Services in accordance with SignWell's API Documentation (located at <https://developers.signwell.com/reference/>) solely as necessary in connection with the use of the Services.

3. **SUBSCRIPTION FEES; PAYMENTS; AUTOMATIC RENEWALS; TAXES; FREE TRIAL**

3.1. Subscription Fees. Customer shall pay SignWell the subscription fee set forth in each Order (the "**Subscription Fee**") for each Subscription Term, as well as all applicable Taxes. Subscription Fees are due and payable in advance, as specified in the applicable Order. Unless otherwise set forth in

an Order, Customer shall pay the Subscription Fee by credit card, debit card, ACH transfer, wire transfer, or company check. Customer agrees to provide accurate and complete billing information. If payment is to be made by credit or debit card, Customer authorizes SignWell's third-party payment processor to charge Customer for all Subscription Fees due under this Agreement, on a recurring basis, as such amounts become due. SignWell will not be required to refund Subscription Fees under any circumstances, unless specifically set forth in this Agreement. If Customer requires a purchase order or other similar Customer ordering document, the terms of this Agreement and the applicable Order shall supersede the terms and conditions in any purchase order or other Customer ordering document, and no terms or conditions included in any such purchase order or ordering document shall add to or vary the terms of this Agreement or the applicable Order.

3.2. Automatic Subscription Renewal. Customer's subscription shall automatically renew at the end of each Subscription Term unless this Agreement is terminated in accordance with Section 11 of this Agreement. Unless SignWell has provided Customer notice of a Subscription Fee change as described in Section 3.3, below, Customer's subscription will renew under the same terms as in place immediately prior to the renewal.

3.3. Subscription Fee Changes. SignWell may change its Subscription Fees. SignWell will provide Customer notice of any change in Subscription Fees at least 30 days prior to the end of Customer's then-current Subscription Term. New Subscription Fees shall become effective at the beginning of the next Subscription Term unless Customer earlier terminates this Agreement in accordance with Section 11.

3.4. Taxes. All Subscription Fees payable by Customer under this Agreement are exclusive of sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder ("**Taxes**"). Customer is responsible for all Taxes, other than any Taxes imposed on SignWell's income.

3.5. Payment Failure. If Customer does not pay any amounts due under this Agreement when due, including without limitation where Customer's credit card or debit card is declined, then without limiting SignWell's other rights and remedies: (i) SignWell may suspend Customer's access to and use of the Service until such time as all amounts owing are paid in full; (ii) SignWell may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; and (iii) Customer shall reimburse SignWell for all reasonable costs incurred by SignWell in collecting any late payments or interest, including without limitation, attorneys' fees and court costs.

3.6. Free Trials. If specified in an Order, SignWell will provide the Service to Customer without charge for the trial period specified in the Order. Unless Customer terminates this Agreement in accordance with Section 11, upon expiration of the trial period, Customer shall automatically transition to a paid subscription, as specified in the Order, and Customer's payment of the applicable Subscription Fee will be payable on the first day following the day on which the trial period expires. Notwithstanding Section 11, either party may terminate this Agreement for convenience at any time during a trial period, upon notice to the other party.

4. CUSTOMER DATA; PRIVACY; SECURITY

4.1. Provision of Customer Data. By uploading any Customer Data to the Service, Customer represents and warrants to SignWell that: (i) the Customer Data is owned by Customer or Customer has the right to use the Customer Data and the right to grant SignWell the right and license to use the Customer Data as contemplated by this Agreement; and (ii) the Customer Data does not violate the intellectual property rights, privacy rights, publicity rights, contract rights or any other rights of any person or entity. By uploading any Customer Data to the Service, you grant SignWell a non-exclusive, non-transferable right to use, modify, perform, display, reproduce, and distribute such Customer Data on and through the Service solely for the purpose of providing the Service to Customer.

4.2. Use of Customer Data. Unless it receives Customer's prior written consent, SignWell: (a)

shall not access, process, or otherwise use Customer Data other than as necessary to facilitate provision of the Service to Customer; and (b) shall not grant any third party access to Customer Data, except to subcontractors that are subject to a reasonable confidentiality agreement containing restrictions on use and disclosure of Customer Data that are at least as protective as those provided for in this Agreement. Notwithstanding the foregoing, SignWell may disclose Customer Data as required by applicable law or by proper legal or governmental authority. SignWell shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense. Customer is solely responsible for determining the suitability of the Service for Customer's business or organization and for complying with any regulations, laws, or conventions applicable to the data or materials Customer provides to the Service.

4.3. Customer Data Accuracy. Customer is solely responsible for, and SignWell will have no responsibility or liability for, the accuracy, quality, legality, or appropriateness of any data or materials uploaded to the Service by Customer, including without limitation Customer Data and any data uploaded by Users.

4.4. Privacy Policy. SignWell will comply with SignWell's Privacy Policy (<https://www.signwell.com/privacy/>) and Privacy Notice for California Residents (<https://www.signwell.com/ccpa/>) in its performance under this Agreement. The Privacy Policy applies only to the Service and does not apply to any third-party website or service linked to the Service.

4.5. Security; Disaster Recovery. SignWell has implemented and maintains administrative, physical, and technical safeguards designed to protect Customer Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. SignWell has implemented and maintains a disaster recovery plan and business continuity plan. For more information about SignWell's security and disaster recovery policies, please visit <https://www.signwell.com/security/>.

5. CUSTOMER RESPONSIBILITIES

5.1. Unauthorized Access. Customer shall take reasonable steps to prevent unauthorized access to the Service, including without limitation by protecting its passwords and other log-in information. Customer shall notify SignWell immediately of any known or suspected unauthorized use of the Service or breach of its security and shall use best efforts to stop said breach.

5.2. Compliance with Laws. In its use of the Service, Customer shall comply with all applicable laws, including without limitation laws governing the protection of personally identifiable information and other laws applicable to the protection of Customer Data.

5.3. Users; System Access. Customer is solely responsible for: (a) all access or use of the Service by a User; and (b) any use of the Service through Customer's account.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. IP Rights in the Service. SignWell retains all right, title, and interest in and to the Service, including without limitation all software used to provide the Service and all graphics, user interfaces, logos, and trademarks reproduced through the Service. This Agreement does not grant Customer any intellectual property license or rights in or to the Service or any of its components, except to the limited extent that this Agreement specifically sets forth Customer license rights to Documentation. Customer recognizes that the Service and its components are protected by copyright and other laws. SignWell reserves all rights not granted in this Agreement.

6.2. IP Rights in Customer Data. Customer retains all right, title, and interest in and to all Customer Data, and all derivative works of Customer Data. This Agreement does not grant SignWell any intellectual property license or rights in or to the Customer Data, other than the limited right to use Customer Data as necessary to facilitate provision of the Service to Customer.

6.3. Feedback. If Customer elects to provide any suggestions, comments, improvements,

information, ideas or other feedback or related materials to SignWell about the SignWell Service (collectively, “**Feedback**”), Customer hereby grants SignWell a worldwide, perpetual, non-revocable, sublicensable, royalty-free right and license to use, copy, disclose, license, distribute, and exploit any Feedback in any format and in any manner without any obligation, payment, or restriction based on intellectual property rights or otherwise.

6.4. Aggregate/Anonymous Data. Customer agrees that SignWell will have the right to generate aggregate or anonymous data and that aggregate or anonymous data shall be owned by SignWell and may be used by SignWell for any business purpose during or after the term of this Agreement (including without limitation to develop and improve SignWell’s products and services and to create and distribute reports and other materials). For clarity, SignWell will only disclose aggregate or anonymous data externally in a de-identified (anonymous) form that does not identify Customer or Users, and that is stripped of all persistent or personally identifiable information. Customer is not responsible or liable for SignWell’s use of aggregate or anonymous data.

7. **CONFIDENTIAL INFORMATION.** “**Confidential Information**” refers to the following items either party (“**Discloser**”) discloses to the other (“**Recipient**”): (a) any document Discloser marks “Confidential”; (b) any information Discloser orally designates as “Confidential” at the time of disclosure, provided Discloser confirms such designation in writing within five (5) business days; (c) Documentation, whether or not marked or designated confidential; and (d) any other nonpublic, sensitive information Recipient should reasonably consider a trade secret or otherwise confidential or proprietary. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Recipient’s possession at the time of disclosure by Discloser; (ii) is independently developed by Recipient without use of or reference to Confidential Information of Discloser; (iii) becomes known publicly, before or after disclosure, other than as a result of Recipient’s improper action or inaction; or (iv) is approved for release in writing by Discloser.

7.1. Nondisclosure. Recipient shall not use Confidential Information for any purpose other than in furtherance of this Agreement (the “**Purpose**”). Recipient: (a) shall not disclose Confidential Information to any employee or contractor of Recipient unless such person needs access in order to facilitate the Purpose and is subject to a nondisclosure agreement with Recipient with terms no less restrictive than those of this Section 7; and (b) shall not disclose Confidential Information to any other third party without Discloser’s prior written consent. Without limiting the generality of the foregoing, Recipient shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Recipient shall promptly notify Discloser of any misuse or misappropriation of Confidential Information that comes to Recipient’s attention. Notwithstanding the foregoing, Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; provided that Recipient gives Discloser prompt notice of any such legal or governmental demand and reasonably cooperates with Discloser in any effort to seek a protective order or otherwise to contest such required disclosure, at Discloser’s expense.

7.2. Injunction. Recipient agrees that breach of this Section 7 would cause Discloser irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Discloser will be entitled to seek and obtain injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

7.3. Termination and Return or Destruction. With respect to each item of Confidential Information, the obligations of Section 7.1 above will terminate three (3) years after the date of disclosure; provided that such obligations related to Confidential Information constituting Discloser’s trade secrets will continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, Recipient shall return all copies of Confidential Information to Discloser or certify, in writing, the destruction thereof.

7.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information of Discloser to the Recipient. Discloser will retain all right, title, and interest in and to all Confidential Information.

7.5. Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section

1833(b), Recipient is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:

(a) *Immunity.* An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(b) *Use Of Trade Secret Information in Anti-Retaliation Lawsuit.* An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual: (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

8. REPRESENTATIONS & WARRANTIES

8.1. From SignWell.

(a) *General.* SignWell represents and warrants that: (i) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement; (ii) it is a limited liability company authorized to do business pursuant to applicable law; (iii) it will comply with all laws, rules, regulations and statutes applicable to the performance of its obligations under this Agreement; and (iv) the Service shall substantially perform as specified in the Documentation when used in accordance with the terms and conditions of this Agreement.

8.2. *From Customer.* Customer represents and warrants that: (i) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement; (ii) it has accurately identified itself and it has not provided any inaccurate information about itself to SignWell or through the Service; (iii) it is a corporation, the sole proprietorship of an individual 18 years or older, or another legal entity authorized to do business pursuant to applicable law; and (iv) it will comply with all laws, rules, regulations and statutes applicable to the performance of its obligations under this Agreement.

8.3. *Warranty Disclaimers.* Except to the extent set forth in the SLA and in Section 8.1 above, CUSTOMER ACCEPTS THE SERVICE "AS IS" AND AS AVAILABLE. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED BY SIGNWELL IN THIS SECTION 8, SIGNWELL PROVIDES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SIGNWELL DOES NOT REPRESENT OR WARRANT THAT: (a) THE SERVICE WILL PERFORM WITHOUT INTERRUPTION OR ERROR; (b) ANY ERRORS WILL CORRECTED; (c) THE SERVICE IS COMPLETELY SECURE; (d) THE RESULTS OF THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS.

9. **INDEMNIFICATION.** Customer shall defend and indemnify SignWell and its Affiliates, and each of their respective officers, directors, contractors, agents, and employees ("**SignWell Indemnitees**") against any and all claims, demands, suits, proceedings and actions (collectively, "**Claims**") brought against SignWell Indemnitees by any third party arising from or related to: (a) use of the Services by Customer, an Affiliate or a User in violation of this Agreement or any applicable Law; or (b) any information or materials (including without limitation Customer Data) provided by Customer or a User to the Service, including any claim that any such information or materials violate, infringe, or misappropriate the intellectual property or other proprietary rights of the third party. Customer will pay all damages, costs and expenses finally awarded to the third party (or the amount of any settlement Customer enters into) with respect to such

Claims against SignWell Indemnitees. The indemnification obligations under this Section 9 are conditioned on: (a) SignWell timely notifying Customer in writing of the Claim, provided however that SignWell's failure to provide or delay in providing such notice shall not relieve Customer of its obligations under this Section 9, except to the extent such failure or delay prejudices the defense; (b) Customer having the right to fully control the defense of such Claim; and (c) SignWell reasonably cooperating in the defense of such Claim. Any settlement of a Claim shall not include a financial or specific performance obligation on or admission of liability by SignWell. Customer shall not be responsible for any settlement made without its consent. SignWell may participate in the defense of any Claim, at its own expense, through counsel of its choosing.

10. **LIMITATION OF LIABILITY.** IN NO EVENT WILL SIGNWELL BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING UNDER OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST OR CORRUPTED DATA, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE SERVICES. THE AGGREGATE CUMULATIVE MONETARY LIABILITY OF SIGNWELL FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT SHALL BE LIMITED IN THE AGGREGATE TO THE TOTAL SUBSCRIPTION FEES PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CLAIM AROSE. THE LIABILITIES LIMITED BY THIS SECTION 10 APPLY (a) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE; (b) EVEN IF SIGNWELL IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION; AND (c) EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. NONE OF THE LIMITATIONS IN THIS SECTION 10 EXCLUDE SIGNWELL'S LIABILITY FOR FRAUD OR FOR DEATH OR PERSONAL INJURY TO THE EXTENT CAUSED BY SIGNWELL'S NEGLIGENCE. THE LAWS IN SOME JURISDICTIONS MAY NOT ALLOW SOME OF THE LIMITATIONS OF LIABILITY IN THIS SECTION 10. IF ANY OF THESE LAWS IS FOUND TO APPLY TO THIS AGREEMENT, THIS SECTION 10 WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY SUCH LAWS.

11. **TERM & TERMINATION**

11.1. Term. The term of this Agreement (the "**Term**") will commence on the Effective Date and continue until the earlier of the date (a) on which all Orders issued pursuant to this Agreement have expired or terminated, and (b) this Agreement is terminated as provided in this Section 11.

11.2. Termination for Cause; Suspension of Access. Either party may terminate this Agreement for the other's material breach of this Agreement by written notice specifying in detail the nature of the breach, effective in 30 days unless the other party first cures such breach, or effective immediately if the breach is not subject to cure. Without limiting SignWell's other rights and remedies, SignWell may suspend any User's access to the Service at any time, with or without advanced notice, if SignWell reasonably determines in good faith that such User has conducted itself in a way that is not consistent with the requirements of this Agreement.

11.3. Termination for Convenience. Customer may terminate this Agreement for convenience by providing thirty (30) days' advance written notice to SignWell. If Customer terminates this Agreement pursuant to this Section 11.3: (a) Customer shall remain liable for all Subscription Fees applicable through the remainder of the then-current Subscription Term, and such amounts will be due and payable within ten (10) business days following the effective date of termination; and (b) any prepaid amounts applicable through the remainder of the then-current Term will not be refunded.

11.4. Effects of Termination. Upon termination of this Agreement, Customer shall cease all use of the Service and delete, destroy, or return all copies of the Documentation in its possession or control. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of Customer to pay fees incurred before termination; (b) Sections 1, 3, 4, 6-10, 11.4 and 13; and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

12. **ELECTRONIC SIGNATURES**

12.1. The Service complies with the following electronic signatures laws: (a) EU Electronic Identification and Authentication Services Regulation (910/2014/EC), commonly referred to as eIDAS, which took effect on July 1, 2016 and replaced both EU Directive on Electronic Signatures 1999/93/EC and other EU member state laws that were inconsistent with eIDAS; (b) the Electronic Signatures in Global and National Commerce Act, which is commonly known as the E-SIGN Act of 2000 (the USA federal law); and (c) the Uniform Electronic Transactions Act, also known as UETA of 1999 (the USA law).

12.2. Electronic signatures are valid and enforceable with consent of all parties in most industrialized countries. However, laws vary and exceptions exist. Common exceptions include, but are not limited to: wills, powers of attorney, documents that need to be notarized, real estate transactions, and adoption papers. Electronic signatures are not the same thing as digital signatures. Digital signatures are sometimes referred to as certified electronic signatures, advanced electronic signatures, or by other terms. Some countries deem digital signatures admissible and valid for almost all types of agreements because digital signatures can verify the identity of a person.

12.3. SignWell is not responsible for determining whether any particular legal instrument (i) is subject to an exception to applicable electronic signature laws; or (ii) can be legally formed by electronic signatures. Customer is solely responsible for confirming that the laws of the country which govern Customer's legal instruments and agreements deem electronic signatures admissible, valid, and enforceable. Consumer protection laws or regulations may impose specific requirements for electronic transactions involving consumers. Customer is solely responsible for ensuring it complies with all such laws and regulations, and SignWell has no obligation to make such determinations or assist with fulfilling any requirements therein.

12.4. The Service facilitates the execution of electronic documents by Users. Nothing in this Agreement may be construed to make SignWell a party to any such documents processed through the Service, and SignWell makes no representation or warranty regarding the transactions sought to be affected by any such documents.

12.5. By using the Service, Customer consents to the execution of agreements, contracts and other legal instruments using electronic signature.

13. MISCELLANEOUS

13.1. Independent Contractors. The parties are independent contractors and shall so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.

13.2. Notices. SignWell may send notices pursuant to this Agreement to Customer's email address provided by Customer, or any substitute email address provided by Customer in compliance with this Section 12.2, and such notices will be deemed received 24 hours after they are sent. Customer may send notices pursuant to this Agreement to support@signwell.com, or any substitute email address provided by SignWell in compliance with this Section 12.2, and such notices will be deemed received 24 hours after they are sent.

13.3. Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control (each a "**Force Majeure Event**").

13.4. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

13.5. No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

13.6. Choice of Law and Jurisdiction; Attorney's Fees. This Agreement will be governed solely by the internal laws of the State of Oregon, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Multnomah County, Oregon. If any suit or action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

13.7. Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

13.8. Export Control. Customer acknowledges that the Service and Documentation are subject to export control laws and regulations of the United States (including, but not limited to, the US Export Administration Act, sanction regulations from the U.S. Department of Treasury Office of Foreign Assets Control ("OFAC")), and of other jurisdictions. Customer is responsible for obtaining any required export or import authorizations for use of the Service. Customer represents and warrants that it, its Affiliates, and its Users are not on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country. Customer must not access or use the Service in violation of any U.S. export embargo, prohibition or restriction.

13.9. Third-Party Sites and Services. The Service may contain links to third-party websites or services that are not owned or controlled by SignWell. SignWell has no control over, and assumes no responsibility or liability for the content, policies, or practices of any third-party web site or service. SignWell makes no representations or warranties regarding third-party websites or services.

13.10. Assignment. The terms of this Agreement shall bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement without the advance written consent of the other party, except that SignWell may assign this Agreement without consent to an Affiliate or in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of its assets or voting securities. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 13.10 will be void.

13.11. Entire Agreement. This Agreement, including all attached exhibits and all other documents and policies referenced and incorporated by this Agreement, sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications. This Agreement supersedes the SignWell Terms and Conditions (<https://www.signwell.com/terms/>).

13.12. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

13.13. Amendment. This Agreement may not be amended except through a written agreement signed by authorized representatives of each party.

[SIGNATURE PAGE FOLLOWS]

SIGNWELL, INC.

By:

Signature

Printed Name

Title

Date

CUSTOMER NAME

By:

Signature

Printed Name

Title

Date

Email Address for Notice

EXHIBIT A

FORM OF ORDER

This Order (this “**Order**”) is entered into pursuant to the Cloud Subscription Agreement dated _____ (the “**Agreement**”) by and between Docsketch, LLC d/b/a SignWell (“**SignWell**”) and the other party identified below as the “Customer” (“**Customer**”).

This Order is incorporated into the Agreement. In the event of any conflict between the Agreement and this Order, this Order will govern and control. Capitalized terms not otherwise defined in this Order will have the meanings given in the main body of the Agreement.

1. Subscription Service Description & Features

2. Subscription Term

Subscription Start Date:	
Initial Subscription Term:	
Automatic Renewal:	

3. Subscription Fee

Monthly Subscription Fee	\$
Billing Cycle:	Initial invoice issued upon Subscription Start Date.

4. Trial Period

Trial Period Start Date	
Trial Period Term	days

5. Additional Terms

--

SIGNWELL, INC.

CUSTOMER NAME

By:

By:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT B

SERVICE LEVEL AGREEMENT

This Service Level Agreement (“**SLA**”) governs the use of the Service under the terms of the SignWell Cloud Subscription Agreement (the “**Agreement**”) between SignWell Inc. (“**SignWell**”) and you (“**Customer**”) and is incorporated into the Agreement by reference.

1. DEFINITIONS. Capitalized terms used herein but not otherwise defined will have their respective meanings set forth in the Agreement. In the event of any conflict between this SLA and the Agreement, the Agreement will govern.

1.1. “**Available**” means the Service is accessible by authorized Users.

1.2. “**Excused Downtime**” means (i) Maintenance Time of up to 8 hours per month; (ii) any time the Service is not Available due to circumstances beyond SignWell’s control, including a Force Majeure Event, general internet outages or performance issues, failure of Customer’s infrastructure or connectivity, computer and telecommunications failures and delays, and network intrusions or denial-of-service or other attacks; and (iii) unavailability of Service features or data due to third party equipment, software, platforms or other technology beyond SignWell’s control.

1.3. “**Maintenance Time**” means the time the Service is not Available due to service maintenance.

1.4. “**Availability SLA**” means the percentage of total time during which Customer’s production instances of the Service are Available during a calendar month, excluding Excused Downtime and Maintenance Time.

2. SERVICE

2.1. **Availability.** The Service will have a 99.5% Availability SLA during a calendar month. SignWell will provide communications to Customer about either Excused Downtime and/or Maintenance Time that impacts System availability.

2.2. **Availability Credit.** Subject to Customer’s valid submission of a request for an Availability Credit and the other conditions herein, if Availability SLA under for any calendar month is below 99.0%, SignWell will issue a credit (“**Availability Credit**”) in accordance with the following schedule:

Availability	Amount of the refund as a percentage of monthly fee* for affected service
98.0%-99.49%	3% of monthly Subscription Fee credited
95.0%-97.9%	5% of monthly Subscription Fee credited
90.0%-94.9%	10% of monthly Subscription Fee credited
89.9% or below	2.5% credited for every 1% of lost availability up to the maximum total penalty limit

To request an Availability Credit: (a) Customer’s account must be in good standing with SignWell; and (b) Customer must send an Availability Credit request to SignWell at support@signwell.com before the end of the month immediately following the month for which Customer is requesting an Availability Credit. Availability Credit requests must include Customer account admin email and the dates and specific times for which Customer is requesting Availability Credit(s).

SignWell will compare information provided by Customer to data in SignWell’s records. An Availability Credit will be issued only if SignWell confirms in good faith from such data that an Availability Credit is due.

2.3. **Maximum Availability Credit.** The total Availability Credit due to Customer for any account may not exceed fifty percent (50%) of the monthly fees charged to that account during the month for which the Availability Credit is to be issued, unless the amount to be credited is less than one dollar (\$1) in which case the credit amount will be one dollar (\$1). Only one (1) Availability Credit is available in any given calendar month. The Availability Credit described in this SLA will be Customer's sole and exclusive remedy in connection with any loss of System Availability as described herein.

2.4. **No Refund.** Credits are applicable only toward use of the Service and are not convertible into cash or any other type of refund.

2.5. **Incident Management.** SignWell support is available from 9:00 a.m. to 5:00 p.m. Pacific Time. Customer may contact SignWell support online at support@signwell.com.

The following issue priority guideline is used to determine the severity of a reported issue. SignWell will use commercially reasonable efforts to meet the target response times and target resolutions stated below.

Priority Response	Definition	Details	Resolution
Severity 1	Issue has major impact on Customer's production environment and workaround is not available.	Initial communication: Confirm creation of incident.	Provide fix or business workaround within 24 hours of when issue is reported.
		On-going communications: Report on status and progress every 6 hours 24/7.	
Severity 2	Issue has impact on Customer's environment and workaround is not available.	Initial communication: Confirm creation of incident.	Provide fix or business workaround within 2 business days of when issue is reported.
		On-going communications: Report on status every 4 business hours.	
Severity 3	Issue has minor impact on Customer's environment and workaround is available.	Initial communication: Confirm creation of incident.	Provide fix or business workaround within 5 business days of when issue is reported.
		On-going communications: Report on status every two business days.	

Severity 4	Issue has minor impact on Customer's environment and workaround is available.	Initial communication: Confirm creation of incident.	Provide fix or business workaround within 10 business days of when issue is reported.
		On-going communications: Report on status weekly.	