

The Services are provided by PactSafe, Inc, a Delaware corporation ("PactSafe"). Your use of the Services is governed by these Terms of Service ("Agreement").

DISCLAIMER OF LEGAL ADVICE

PactSafe is not a law firm. Neither the Services, nor access to the Services, nor any content provided via the Services, including any contract templates provided by PactSafe or its Template Providers, 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 complies with any laws or regulations of any kind, nor guarantees the enforceability of any legal agreements presented via the Services, including any contract templates. You are encouraged to seek legal counsel regarding the suitability for your particular purposes of any content or contract templates accessible via the Services.

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 set forth in your Service Plan. PactSafe may provide the Services using third party vendors or service providers. PactSafe may also make commercially reasonable modifications to the Service from time to time without prior notice. PactSafe may make changes to any Service Plan at any time. PactSafe will not be responsible or liable for any failure in the Services resulting from or attributable to (a) your Systems, (b) network, telecommunications or other service or equipment, (c) your, or third party's products, services, negligence, acts or omissions, (d) any force majeure or cause beyond PactSafe's reasonable control, (e) scheduled maintenance or (f) unauthorized access or breach by third parties. 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. Your use of the Services does not grant you any rights to use our API.

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

- (a) The Service facilitate the execution of contracts between multiple parties. Nothing in this Agreement may be construed to make PactSafe a party to any contract processed through the Service 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 contract.
- (c) PactSafe assumes no liability or responsibility for a party's failure or inability to electronically sign any contract within a period of time or at all.
- (d) You are solely responsible for ensuring that your use of the Service for any transaction complies with all applicable laws, 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.

(h) PactSafe is under no obligation to maintain any records or Customer Data related to your use of the Services.

2. Proprietary Rights

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 both to you and End Users. 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 to collect sensitive information from End User, including but not limited to credit card information and social security numbers.

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 contract. You are solely responsible for retaining your 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 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 Service, 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 Services 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 Service. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of the Service.

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 PUBLICITY RIGHTS

You hereby grant PactSafe a nonexclusive and royalty free right to use and display your name and logo for the purposes of identifying you as a customer of PactSafe.

3. Service Plans

3.1 SERVICE PLAN UPGRADES

Your Service Plan includes certain restrictions and limitation on your use of the Services. In the event your use of the Services exceeds any such limitations at any time, you consent and agree to your Service Plan being upgraded at the beginning of your next renewal term, to the Service Plan appropriate for your usage level. Any such upgrade shall not require your prior consent or any notice to you.

3.2 TRIAL PERIODS

Your Service Plan may include a free trial period ("Free Trial"). This means you may use the Services in the manner described in your Service Plan, for the duration described in your Service Plan (if any) free of charge. Any use of the of the Services outside the scope of your Service Plan will require payment of applicable Subscription Charges at the time of such use. No Subscription Charges will be applied to your account without your prior written approval at the conclusion of any Free Trial.

4. Billing

4.1 CREDIT CARD INFORMATION.

In order to use the Services after any Free Trial, you may be required 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.

There will be no refunds or credits for Service Charges under any circumstance. For any upgrades or downgrade in Service Plan level, your credit card will automatically be charged the new rate beginning with the next billing cycle. Any add-on features or Services 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.

5. Disclaimers

THE SERVICES, AND ANY CONTRACT TEMPLATES PROVIDED BY EITHER PACTSAFE OR TEMPLATE PROVIDERS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. PACTSAFE DOES NOT WARRANT THAT THE SERVICES 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.

6. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL PACTSAFE, OR ITS TEMPLATE PROVIDERS, SUPPLIERS, RESELLERS, PARTNERS OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE PRODUCT, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, (EVEN IF PACTSAFE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). WITHOUT LIMITING THE FOREGOING, THE TOTAL AGGREGATE LIABILITY OF PACTSAFE, AND ITS SUPPLIERS, RESELLERS, PARTNERS AND THEIR RESPECTIVE AFFILIATES ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED (i) U.S. \$25 IF NO AMOUNTS HAVE BEEN PAID BY YOU TO PACTSAFE OR (ii) THE AMOUNT PAID BY YOU IN THE THREE MONTH PERIOD IMMEDIATELY PRIOR TO THE CLAIM. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE PRODUCT, FROM INABILITY TO USE THE PRODUCT, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE PRODUCT (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). SUCH LIMITATION SHALL APPLY NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR DEATH OR BODILY INJURY OR THE LIMITATIONS ABOVE AND IN THOSE JURISDICTIONS, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY.

USING ANY MATERIALS OR CONTRACT TEMPLATES VIA THE SERVICES OR OTHERWISE IS DONE AT YOUR OWN DISCRETION AND AT YOUR OWN RISK. PACTSAFE NOR ANY TEMPLATE PROVIDERS SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, MATERIALS, INFORMATION OR SOFTWARE.

7. TERM AND TERMINATION

PactSafe may terminate this Agreement at anytime.

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 shall survive.

8. GENERAL PROVISIONS

8.1 ENTIRE AGREEMENT.

This Agreement (together with the applicable Service Plan(s) 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. No waiver, consent or, except as expressly provided herein, modification of this Agreement 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. 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 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.

9. DEFINITIONS

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

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

"Contract" means a Document that has been reviewed, accepted or otherwise interacted with by an End-User.

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

"End-User" means any person or entity other than you with whom you or your Affiliates interact using the Service, including 3rd parties whom you send a contract to for signature using the Services.

"Service Plan" means, and includes only, the following:

- 10 Documents
- 5 seats
- 1 legal center
- 2 SmartPacts
- 1,000 Contracts per month
- Subscription Term / Free Trial: 6 months

"Seat" means an active user listed in the membership of your account at any one time.

"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 Service are also subject to this Agreement.

"Subscription Charges" means fees payable by you for your use of (a) the Services, as specifically set forth in your Service Plan or (b) 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.

"Template Provider" means a third party that has provided a Document for use by you via the Services.