MASTER SERVICES AGREEMENT

This Master Services Agreement ("**MSA**") is made between SIGNiX, Inc. ("**SIGNiX**") and the contracting party identified on an Order Form (the "**Customer**") and is effective as of the date Customer electronically accepts this MSA (the "**Effective Date**").

Read this MSA carefully prior to acceptance. Section 14.11 of this MSA affects how disputes are resolved and contains a binding arbitration clause, class action waiver, and jury trial waiver.

1.   **DEFINITIONS.** Capitalized terms used in this Agreement shall have the following meanings:

"Account" means an account through which Customer or an Authorized User accesses and uses the Services.

"Agreement" means this MSA together with any Order Form and other attachment hereto.

"Authorized User" means an individual natural person, whether Customer or an employee, agent, or other representative of the Customer who is registered with SIGNiX and who has been authorized by Customer to access and use the Services.

"Claims" has the meaning set forth in Section 10.1.

"Confidential Information" has the meaning set forth in Section 11.1.

"Customer" has the meaning set forth in the preamble.

"Customer Data" means all materials, data, or other information, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly, from Customer or an Authorized User by or through the Services or that is derived from processing of such materials, data, or other information by or through the Services. For the avoidance of doubt, Customer Data does not include data or information related to Customer's use of the Services that is used by SIGNiX in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services or any other information reflecting the access or use of the Services by or on behalf of Customer or an Authorized User.

"Disclosing Party" has the meaning set forth in Section 11.1.

"Documentation" means any manuals, instructions, or other documents or materials that may be provided by SIGNiX in any form or medium and which describe the functionality, components, features, or requirements of the Services, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

"eNotaryDoX" means the MyDoX capability to enable electronic notarization of documents.

"Effective Date" has the meaning set forth in the preamble.

"Fees" means the applicable Fees for the Services as set forth in the attached Fee Schedule and reflected in an Order Form.

"Feedback" refers to any feedback, comment, suggestion, recommendation, proposal, change, or idea Customer provides to SIGNiX regarding the operation of the Services.

"FLEX API" means the application programming interface which enables integration of the SIGNiX digital signature solution with Customer's application(s).

"Force Majeure Event" means, in relation to either party, any event or circumstance beyond the reasonable control of that party, including if such failure is caused by acts of God, fire, explosion, flood, epidemic, strikes, revolutions, war or threat of war, acts of terrorism, national emergency, riot or other civil disturbance, governmental action, acts or failures to act of governmental authorities, governmental laws or regulations, lack or failure of electrical or telecommunications facilities, including, without limitation, failure of the public Internet, or any other events or circumstances not within the reasonable control of the party affected, whether or not dissimilar to any of the foregoing.

"Indemnitee" means a party claiming indemnification in Section 10.3.

"Indemnitor" has the meaning set forth in Section 110.3.

"**Initial Term**" has the meaning set forth in Section 5.1.

"Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection.

"MyDoX" means the capability to access the Website from an Authorized User's personal computer in order to upload, prepare, and submit a document for execution utilizing digital signatures, which results in an email notification to each signing party.

"**MSA**" has the meaning set forth in the preamble.

"Nonpublic Personal Information" or **"NPI"** has the meaning set forth in Section 11.5.

"Order Form" means the Order Form attached hereto which identifies the Services to be performed, the fees to be paid, and other terms and conditions agreed upon by the parties.

"PharmaDoX" means the MyDoX capability to enable compliance with Food and Drug Administration (FDA) regulations pertaining to electronic signatures found in Title 21 CFR Part 11.

"Receiving Party" has the meaning set forth in Section 11.1.

"**Renewal Term**" has the meaning set forth in Section 5.1.

"RON API" means a capability of FLEX API to enable integration of eNotaryDoX with Customer's application(s).

"Services" means SIGNiX's Internet-based and hosted digital signature, electronic notarization, identity authentication, and document workflow solution, together with any other product or service offered by and through the Website and all features and applications including, without limitation, eNotaryDoX, FLEX API, MyDoX, PharmaDoX, RON API, and TaxDoX.

"SIGNiX" has the meaning set forth in the preamble.

"SIGNiX Materials" means the Services, Documentation, Website, together with all modifications, translations, adaptations, upgrades, and enhancements thereto, and any and all other systems, information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by SIGNiX or any Subcontractor in connection with the Services or otherwise comprise or relate to the Services. For the avoidance of doubt, SIGNiX Materials include data or information related to Customer's use of the Services that is used by SIGNiX in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services, and any other information reflecting the access or use of the Services by or on behalf of Customer or an Authorized User but excludes Customer Data.

"Storage Period" means the earlier of (i) a request by Customer that SIGNiX purge or delete any Customer Data; (ii) ninety (90) days after completion of all designated tasks within a Transaction that has been started; or (iii) ninety (90) days after creation of a Transaction which was never started, regardless of whether signers, documents, or any other data or information was input into the Transaction. Notwithstanding the foregoing, SIGNiX may retain any portion of Customer Data to the extent SIGNiX is required to do so pursuant to applicable law or regulation.

"Subcontractors" has the meaning set forth in Section 2.3.

"TaxDoX" means the MyDoX capability to enable compliance with IRS regulations pertaining to electronic signatures.

"**Term**" has the meaning set forth in Section 5.1.

"Third-Party Materials" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, components, or services of or relating to the Services that are not proprietary to SIGNiX.

"Transaction" means a set of one or multiple documents input into the Services by Customer or an Authorized User whether or not such Transaction is started or any document is reviewed, acknowledged, signed, or notarized (as the case may be) by any or all intended parties and regardless of the successful completion of any identity authentication or related service.

"Website" means the website located at https://www.signix.net/ through which the Services are provided.

2.   **ACCESS TO AND USE OF THE SERVICES.**

2.1   <u>Right to Access and Use the Services</u>. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, SIGNiX hereby grants Customer and its Authorized Users a limited, nonexclusive, nontransferable right to access and use the Services and Documentation in accordance with the terms and conditions of this Agreement during the

Term. Neither Customer nor its Authorized Users are granted any rights other than those specifically set forth in this Agreement.

2.2   Suspension or Termination of Services. Notwithstanding anything in the Agreement to the contrary, SIGNiX may remove or disable any content or suspend, disable, or terminate Customer's or an Authorized User's access to or use of any or all part of the Services, without incurring any resulting obligation or liability, if: (a) SIGNiX receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires SIGNiX to do so; or (b) SIGNiX believes, in its reasonable discretion, that: (i) Customer or any Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iii) this Agreement expires or is terminated. This Section 2.2 does not limit any of SIGNiX's other rights or remedies, whether at law, in equity, or under this Agreement. SIGNiX will use reasonable commercial efforts to provide Customer advance notice of any action taken pursuant to this Section 2.2.

2.3   Subcontractors. SIGNiX may from time to time in its discretion engage or replace third parties who perform certain components of the Services ("**Subcontractors**").

2.4   Errors. In the event of processing errors caused by Customer, including the submission of inaccurate or incomplete Customer Data, SIGNiX will use commercially reasonable efforts to correct such error upon written notice from, and at the expense of, Customer.

2.5   Changes. SIGNiX reserves the right, in its sole discretion, to make any changes or replacements to the Services or any component thereof, including without limitation its Subcontractors, if SIGNiX deems such change or replacement necessary or useful to maintain or enhance the quality, cost efficiency, performance, security, or delivery of Services to its customers or to comply with applicable law.

2.6   Integration. If Customer purchases an integration of FLEX API or RON API, SIGNiX shall provide Customer with the necessary software, programming, documentation, application programming interfaces, passwords, or access codes so that Customer may successfully integrate the applicable parts of the Services with Customer's applications. SIGNiX will make available to Customer any modifications, updates, enhancements, improvements, and changes to the relevant Services that are generally made available to SIGNiX's other integration customers. SIGNiX will provide Customer with any written instructions or other applicable documentation produced generally by SIGNiX concerning any such modifications, updates, enhancements, improvements, or changes.

2.7   Additional Services.   During the Term of the Agreement, should Customer desire additional development, testing, training, or other services from SIGNiX, such additional services will be provided as mutually agreed in writing by the parties and will be billed at SIGNiX's then-current professional services rate.

3.   **STORAGE.** Customer Data will be stored and available to Customer during the Storage Period after which time the respective Customer Data may be purged by SIGNiX and will no longer be available to Customer. Customer is solely responsible for retaining all necessary copies of Customer Data, including without limitation any document or audio and video recording, prior to the expiration of the Storage Period. Except as expressly provided in this Section 3, SIGNiX has no responsibility to backup or retain Customer Data and will not be liable to Customer or any third party for any loss or damage related to or arising from the unavailability of any Customer Data after expiration of the Storage Period. Notwithstanding anything to the contrary in the Agreement, Customer understands and agrees that SIGNiX will not purge or delete

the portions of Customer Data that SIGNiX is required to retain in accordance with applicable law and regulation or which is necessary for SIGNiX to compose transaction audit trails, provided that SIGNiX's security and data protection obligations under this Agreement shall apply for so long as such Customer Data is retained.

4. **CUSTOMER RESPONSIBILITIES AND CONDUCT.**

    4.1   <u>Responsibilities</u>. Customer shall be responsible for:

    (a)   determining whether the Services are appropriate for Customer's purpose(s);

    (b)   complying with applicable law and regulation with respect to all access and use of the Services through Customer's Account and ensuring that it and any Authorized User possesses the required licensing, certification, authorization, permission, or approval required to use the Services in any manner whatsoever;

    (c)   the acts and omissions of an Authorized User as if the acts or omissions were those of Customer;

    (d)   retaining or storing Customer Data in accordance with Customer's needs and applicable law and regulation;

    (e)   the security of its Account, preventing unauthorized access to or use of its Account, and notifying SIGNiX immediately of any unauthorized access or use;

    (f)   all access to and use of the Services directly or indirectly through Customer's Account, with or without Customer's knowledge or consent, including all conclusions, decisions, and actions based on such access or use;

    (g)   Customer's information technology infrastructure, including computers, software, databases, electronic systems, database management systems, and networks, whether operated directly by Customer or through the use of third-party services;

    (h)   all Customer Data, including the accuracy of Customer Data, the means by which Customer acquired Customer Data, and Customer's use of Customer Data with the Services; and

    (i)   if applicable, conducting timely and adequate user acceptance testing ("UAT") of an integration with SIGNiX.

    4.2   <u>Prohibited Conduct</u>. Customer shall not directly or indirectly use or allow use of the Services:

    (a)   for purposes other than Customer's legitimate business purposes;

    (b)   to effect, facilitate the storage or transmission of, or communicate any message or material that is SPAM, defamatory, harassing, libelous, tortious, pornographic, harassing, threatening, or obscene, or to send unsolicited mass mailings outside its organization, including all Commercial Electronic Marketing Messages as defined in The Controlling the Assault of Non-Solicited Pornography and Marketing (CAN-SPAM) Act;

(c)   in a way that violates or infringes upon the rights of any third party, including those pertaining to: contract, intellectual property, privacy, or publicity, or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under documents sent using the Services);

(d)   in any manner that is likely to damage, disable, overburden, or impair the Services or interfere in any way with the use of the Services by others;

(e)   in any way that constitutes or encourages conduct that could constitute a criminal offense;

(f)   by anyone located in, under the control of, or a resident or national of a United States embargoed country or territory;

(g)   to attempt to remove from the Website, download, copy, recreate, disassemble, modify, translate, reverse engineer, decompile, or otherwise attempt to derive source code or any trade secret from or about the Services, or create any derivative work therefrom;

(h)   to remove, alter, or obscure any copyright or other proprietary notices utilized by SIGNiX in connection with the Services;

(i)   to sell, rent, lease, license, sublicense, transfer, distribute, or otherwise make any portion of the Services available for access by a third party except as expressly provided in the Agreement;

(j)   by a direct competitor of SIGNiX including any entity in the business of providing electronic signature, digital signature, or remote notarization; or

(k)   to develop or operate any product or service intended to be offered to a third party in competition with the Services; or

(l)   in any manner not permitted by the Agreement.

5.   **TERM; TERMINATION.**

5.1   <u>Term</u>. The initial term of this Agreement shall begin on the Effective Date and continue for the initial duration selected on the Order Form (the "**Initial Term**") and shall renew automatically for successive one (1) year periods (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**"), unless otherwise terminated by either party in accordance with Section 5.2.

5.2   <u>Termination</u>. The Agreement may be terminated:

(a)   by either party upon written notice to the other party at least sixty (60) days prior to the end of the Initial Term or a Renewal Term, as the case may be;

(b)   by either party, effective upon written notice to other party, if the other party is in breach of any material term contained herein and fails to provide evidence of cure of same within thirty (30) days after receipt of notice from the non-breaching party describing the alleged material breach;

(c)   by SIGNiX, effective upon written notice to Customer, if Customer breaches any of its obligations under Section 4 or Section 11; and

(d)   by either party, effective upon written notice to the other party, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

5.3   Payment or Refund Upon Termination.

(a)   In the event that Customer terminates this Agreement pursuant to Section 5.2(b), SIGNiX will refund to Customer any Fees paid in advance for the portion of Services not performed by SIGNiX as of the effective date of termination.

(b)   In the event that Customer terminates this Agreement for any reason not expressly permitted under Section 5.2 or if SIGNiX terminates this Agreement pursuant to Section 5.2(b) or Section 5.2(c), the following Fees will become immediately due and payable on receipt of SIGNiX's invoice therefor: (i) all previously accrued but unpaid Fees; and (ii) fifty percent (50%) of Fees that would have become payable had the Agreement remained in effect until expiration of the term.

(c)   Nothing in this Agreement will relieve Customer of its obligation to pay Fees due to SIGNiX for any Services performed before the effective date of termination, even if Customer terminates this Agreement for cause.

6.   **PAYMENT.**

6.1   Fees. Customer will pay SIGNiX the applicable Fees for the Services in accordance with this Section 6.

6.2   Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Customer shall be responsible for all federal, state, and local sales, use, transaction value added, and similar taxes or impositions based upon or arising out of Customer's use of the Services.

6.3   Timing of Payment. As applicable, annual license fees, annual support fees, bulk transaction fees, and customization fees will be billed in advance. Annual license fees are due on or before the first day of each year in the Term. All other Fees applicable to a Transaction will be billed in arrears on a monthly basis. Notwithstanding the foregoing, if SIGNiX is legally required by any jurisdiction to store any portion of Customer Data beyond the termination or expiration of this Agreement, SIGNiX reserves the right to bill Customer, and Customer agrees that it is obligated to pay, SIGNiX's then-current storage fees for the remainder of the legally required storage period.

6.4   Method of Payment; Authorization. Payment shall be made by credit card on or before the due date as set forth in Section 6.3. Customer will maintain valid and updated credit card information with SIGNiX. Notwithstanding the foregoing, SIGNiX, in its sole discretion, may approve payment by a method other than a credit card, in which case Customer will submit a credit application (provided upon request by SIGNiX). Customer is responsible for providing SIGNiX with complete and accurate billing and contact information and promptly notifying SIGNiX of any changes to such information. BY PROVIDING CREDIT CARD INFORMATION TO SIGNiX, CUSTOMER AUTHORIZES SIGNiX OR ITS AGENT TO CHARGE CUSTOMER'S CREDIT CARD FOR THE APPLICABLE FEES (INCLUDING FEES RELATED TO ANY AUTOMATIC RENEWAL OF A TERM OR LEGALLY-REQUIRED STORAGE),

ALL APPLICABLE TAXES, AND ANY OTHER AMOUNTS CUSTOMER MAY INCUR IN CONNECTION WITH THE USE OF THE SERVICES. EACH TIME CUSTOMER USES THE SERVICES OR ALLOWS OR CAUSES THE SERVICES TO BE USED, CUSTOMER REAFFIRMS THAT SIGNiX IS AUTHORIZED TO CHARGE CUSTOMER'S CREDIT CARD IN ACCORDANCE WITH THIS SECTION 6.4.

6.5   Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available:

(a)   SIGNiX may charge interest on the past due amount at the rate of one-and-a-half percent (1.5%) per month (eighteen percent (18%) per annum) or the maximum amount allowed by law, if less;

(b)   if such failure continues for ten (10) or more days following written notice thereof, SIGNiX may suspend performance of the Services until such amounts are paid in full, without incurring any obligation or liability to Customer or any other party by reason of such suspension; and

(c)   Customer shall reimburse SIGNiX for reasonable costs incurred by SIGNiX in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees.

6.6   Disputes. If Customer reasonably and in good faith disputes any portion of amounts due hereunder, SIGNiX will not exercise its rights under Section 6.5 above provided that Customer reasonably cooperates and promptly resolves such dispute with SIGNiX.

6.7   Price Adjustments. SIGNiX reserves the right to adjust Fees by providing sixty (60) days' advance written notice to the Customer and the applicable Order Form will be deemed amended accordingly. Price adjustments will not occur more than once every twelve (12) months and will not exceed five percent (5%) annually.

7. OWNERSHIP.

7.1   SIGNiX. All right, title, and interest in and to the SIGNiX Materials, including all Intellectual Property Rights therein, are and will remain with SIGNiX and, with respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Materials. Customer has no right, license, or authorization with respect to any of the SIGNiX Materials except as expressly set forth in Section 2.1 or the applicable third-party license, in each case subject to Section 4.2. All other rights in and to the SIGNiX Materials are expressly reserved by SIGNiX. To the extent Customer or any Authorized User provides Feedback, Customer agrees to grant and hereby grants SIGNiX a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, incorporate, make, have made, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Feedback without restriction. All right, title, and interest to Third-Party Materials are owned by the respective third party.

7.2   Customer. As between Customer and SIGNiX, Customer Data is and shall remain the property of Customer. Customer grants all rights and permissions necessary for SIGNiX and its Subcontractors to transmit, process, store, or disclose Customer Data: (a) to provide the Services to Customer in accordance with the Agreement; and (b) subject to Section 11.4, to comply with any legal requirement or request of a regulatory or governmental authority. Except for the limited rights granted

hereunder, neither SIGNiX nor its Subcontractors acquire any right, title, or interest from Customer or its licensors under the Agreement in or to any Customer Data.

8. WARRANTIES AND DISCLAIMERS.

8.1 <u>SIGNiX Infringement Warranty</u>. SIGNiX warrants that the Services and the use thereof do not infringe upon or misappropriate any copyrights, trademarks, patents, or other intellectual property rights of any third party enforceable in the United States.

8.2 <u>SIGNiX Services Warranty; Sole and Exclusive Remedy</u>. SIGNiX warrants to Customer that SIGNiX will use commercially reasonable efforts to deliver the Services in a timely manner and will devote adequate resources to meet its obligations under this Agreement. Customer must notify SIGNiX of any warranty claim within thirty (30) days of SIGNiX's provision of any non-conforming portion of the Services, and failure to do so will constitute irrevocable acceptance of such Services and waiver of any related claim. Customer's sole and exclusive remedy for any breach by SIGNiX of this warranty is: (a) for SIGNiX to repair or replace the affected portion of the Services to make them materially conform; or (b) if SIGNiX determines such repair or replacement is not commercially reasonable, then Customer or SIGNiX may terminate the Agreement and SIGNiX will refund Customer any fees prepaid for the remainder of the term of the Agreement after the effective date of termination.

8.3 <u>Mutual Warranties</u>. Customer and SIGNiX each represent and warrant that: (a) the Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against it in accordance with the terms of the Agreement; and (b) no authorization or approval from any third party is required in connection with its execution, delivery, or performance of the Agreement.

8.4 <u>Disclaimers</u>. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 8.1, SECTION 8.2, SECTION 8.3, AND ANY APPLICABLE SERVICE LEVEL AGREEMENT, ALL SERVICES ARE PROVIDED "AS IS." BECAUSE THE SERVICES INVOLVE CONVEYING INFORMATION PROVIDED TO SIGNiX BY OTHER SOURCES, SIGNiX CANNOT AND WILL NOT, FOR THE FEE CHARGED FOR THE SERVICES, BE AN INSURER, GUARANTOR, OR BE RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF THE DATA CONTAINED OR ACCESSED IN VARIOUS DATABASES BY SIGNiX. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SIGNiX SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, WITH RESPECT TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WITHOUT LIMITING THE FOREGOING, SIGNiX MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR ANY PRODUCTS OR RESULTS OF THE SERVICES OR THE USE THEREOF WILL BE ERROR-FREE, UNINTERRUPTED, MEET CUSTOMER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, OR COMPLETE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS", AND SIGNiX MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE QUALITY, SUITABILITY, AVAILABILITY, OR LEGAILTY OF ANY THIRD-PARTY MATERIALS. ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS AND SIGNiX IS NOT RESPONSIBLE OR LIABLE FOR LOSS OR DAMAGE OF ANY KIND RESULTING FROM THE USE OR PRESENCE OF THIRD-PARTY MATERIALS.

9. LIMITATIONS OF LIABILITY.

9.1   LIMITATION AND EXCLUSIONS. EXCEPT FOR LIABILITY ARISING OUT OF SECTION 10, A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 6, THE PARTIES AGREE THAT A PARTY'S TOTAL AND CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY OR ALL OF SUCH PARTY'S LOSSES OR INJURIES ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NELIGENCE), BREACH OF STATUTORY DUTY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS CUMULATIVE LIMIT. FURTHERMORE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATION, LOST BUSINESS, OR LOST PROFITS), WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THAT SUCH DAMAGES MIGHT ARISE, AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

9.2   BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SIGNiX HAS SET ITS FEES AND ENTERED INTO THE AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THE AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THE AGREEMENT AND SHALL APPLY EVEN IF THE WARRANTIES HEREUNDER HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 9 SHALL SURVIVE AND CONTINUE IN FULL FORCE AND EFFECT DESPITE ANY FAILURE OF CONSIDERATION OR OF ANY EXCLUSIVE REMEDY.

10.   THIRD PARTY CLAIMS.

10.1   By SIGNiX. SIGNiX will defend Customer against a third party claim, action, suit, or demand (collectively, "**Claims**") brought against Customer alleging that Customer's use of the Services infringes upon or misappropriates such third party's intellectual property rights enforceable in the United States. SIGNiX will indemnify Customer Indemnitee from any damages, liabilities, and costs (including reasonable attorney's fees) finally awarded against Customer (or the amount paid by Customer under a settlement approved in writing by SIGNiX) as a result of such Claim. Notwithstanding the foregoing, the above defense and indemnification obligations will not apply to the extent arising out of or related to: (a) the allegation does not state with specificity that the Services are the basis of the Claim against Customer; or (b) the alleged infringement is due to the combination of any component of the Services with software, hardware, data, or processes not provided by SIGNiX if the Services or use thereof would not infringe without such combination; or (c) a Claim arises from Customer's breach of this Agreement. In the event that SIGNiX receives information regarding a claim of infringement or misappropriation related to the Services, SIGNiX may, at its option and expense, procure for Customer the right to: (x) continue using such intellectual property; (y) modify the intellectual property to make it non-infringing; or (z) substitute intellectual property of similar capability.

10.2   By Customer. Customer will defend SIGNiX and its officers, directors, employees, Subcontractors, and agents against Claims brought against SIGNiX by a third party arising from or related to: (a) an allegation of facts that, if true, would constitute Customer's breach of any of its representations,

warranties, covenants, or obligations under this Agreement; (b) the nature, content, and use of all Customer Data through the Services; (c) an allegation that Customer's combination of any component of the Services with software, hardware, data, or processes infringes or misappropriates a third party's intellectual property rights if the Services or use thereof would not infringe without such combination; or (d) negligence or willful misconduct by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement. Customer will indemnify SIGNiX against all damages, liabilities, and costs (including reasonable attorney's fees) finally awarded against SIGNiX (or the amount paid by SIGNiX under a settlement approved in writing by Customer) as a result of such Claim.

10.3   Procedures. The parties' obligations under this Section 10 are conditioned upon the party seeking indemnification ("**Indemnitee**") providing the indemnifying party ("**Indemnitor")** with: (a) prompt written notice of any Claim for which indemnification is sought; (b) complete control of the defense and settlement of such Claim if requested by the Indemnitor; and (c) assistance and cooperation in such defense as the Indemnitor may reasonably request, provided that the Indemnitor shall promptly reimburse the reasonable out-of-pocket expenses incurred by the Indemnitee. Any settlement of a Claim will not include a financial or specific performance obligation on, or admission of liability by, the Indemnitee.

11.   CONFIDENTIAL INFORMATION.

11.1   Generally. In connection with this Agreement, each party (as a "**Disclosing Party**") may disclose or make available certain of its Confidential Information to the other party (as a "**Receiving Party**"). Subject to Section 11.2, **"Confidential Information"** means information in any form or medium that the Disclosing Party considers confidential or proprietary which is labeled "confidential" or "proprietary" or is of a kind or disclosed in such a manner that a reasonable person would understand the information to be confidential or proprietary under the circumstances. Without limiting the foregoing, Confidential Information of Customer includes the Customer Data and, for SIGNiX, includes information consisting of or relating to the SIGNiX Materials, business methods and operations, processes, plans, strategies, techniques, customers, and non-public pricing.

11.2   Exclusions. Information will not be deemed Confidential Information if the Receiving Party can demonstrate such information (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

11.3   Protection. The Receiving Party agrees to (a) protect the Disclosing Party's Confidential Information from unauthorized use or disclosure using the same degree of care that it uses to protect the confidentiality of its own confidential information of a like kind (but not less than reasonable care); (b) refrain from disclosing Confidential Information to any third parties, provided that Disclosing Party's Confidential Information may be disclosed to Receiving Party's employees, contractors, consultants, and service providers who need such access for purposes consistent with the Agreement and who are bound by obligations of confidentiality not materially less protective of the Confidential Information than those herein; and (c) use Confidential Information only as authorized under the Agreement. Such restrictions shall remain in effect during the term of this Agreement and for a period of two (2) years after expiration or termination of this Agreement.

11.4   Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided that the Receiving Party shall give the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and provide

reasonable assistance, at the Disclosing Party's expense, if the Disclosing Party chooses to contest the disclosure or seek a protective order.

11.5   Additional Privacy Laws. SIGNiX acknowledges that Customer may be subject to various privacy laws and regulations, including the Gramm-Leach-Bliley Act of 1999 (15 U.S.C. § 6801 et seq.), the Securities and Exchange Commission Regulation S-P, and the Fair and Accurate Credit Transaction Act of 2003 and that Customer may be required to obtain certain undertakings from SIGNiX with regard to the privacy, use, protection, and destruction of nonpublic personal information, including nonpublic financial information of Customer or its Authorized Users and their clients or prospective clients received by SIGNiX in connection with the performance of its obligations under this Agreement (collectively, "**Nonpublic Personal Information**" or "**NPI**"). Therefore, notwithstanding anything to the contrary contained in the Agreement and subject to the requirements of applicable law, SIGNiX agrees that it shall: (a) not disclose or use any such NPI except to the extent necessary to carry out its obligations under this Agreement; (b) not disclose NPI to any third party, including, without limitation, its third party service providers except to the extent necessary to carry out SIGNiX's obligations under this Agreement; (c) maintain and ensure third party service providers permitted under (b), above, maintain effective information security measures to protect such NPI from unauthorized disclosure or use; and (d) provide Customer with information regarding such security measures upon the reasonable request of Customer and promptly provide Customer with information regarding any failure of such security measures or any security breach related to such NPI.

12.   EFFECT OF TERMINATION OR EXPIRATION. Upon any termination or expiration of this Agreement, except as otherwise expressly provided in this Agreement: (a) all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate; (b) each party shall immediately cease use of the other party's Confidential Information and provide the other party with written certification that it has returned or destroyed all documents containing, reflecting, incorporating, or based on the other party's Confidential Information provided that SIGNiX may retain data necessary to compose transaction audit trails in accordance with Section 3; and (c) SIGNiX may immediately disable all Customer and Authorized User access to the Services.

13.   SURVIVING TERMS. The provisions set forth in the following sections, and any other right or obligation of the parties in the Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 4, Section 8.4, Section 9, Section 10, Section 11, Section 12, Section 13, and Section 14.

14.   GENERAL.

14.1   Public Announcements. SIGNiX shall have the right to: (a) issue a press release announcing execution of the Agreement with Customer; and (b) include Customer's name and other indicia in SIGNiX's lists of current or former customers in promotional and marketing materials.

14.2   Relationship. Nothing contained in the Agreement shall be construed to create a partnership, agency, joint venture, or employer/employee relationship between the parties. Neither party has the authority to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the other party or to bind such other party in any way. Each party shall be responsible for wages, taxes, withholding, insurance (including, without limitation, workman's compensation), and hours and conditions of employment of its personnel during the term hereof.

14.3   Entire Agreement. This Agreement is the entire agreement between the parties with respect to the Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except with respect to this Agreement, Customer

acknowledges that its use of the Services shall not be construed to make SIGNiX a party to any agreement executed through its use of the Services.

14.4   Interpretation. In the event of any conflict or inconsistency between the MSA, an Order Form, and any other attachment hereto, the following order of precedence shall apply to the extent necessary to resolve the conflict or inconsistency: (a) the Order Form; (b) this MSA; and (c) other attachments.

14.5   Severability. The Agreement is severable, such that the invalidity of any term of the Agreement shall not affect the validity of any other term. Any such invalid term shall be subject to partial enforcement to the maximum extent permitted under applicable law.

14.6   Modification. The Agreement (excluding price adjustments made pursuant to Section 6.7) may not be modified or amended except by a written instrument setting forth such amended terms which is signed by the parties and specifically states that it modifies or amends the Agreement.

14.7   Headings. The headings contained hereunder are for convenience only and shall not be deemed to be a substantive part of the Agreement.

14.8   Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent, said consent not to be unreasonably withheld or delayed, and any prohibited assignment of this Agreement shall be null and void; provided, however, that either party may assign the Agreement without the other party's consent to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets provided that the assigning party shall provide the other party with at least thirty (30) days' prior written notice of such assignment. A party shall have the right to terminate the Agreement within thirty (30) days of receipt of notice of assignment if the assignee or successor is reasonably deemed a competitor of such party.

14.9   Waiver. The failure by a party to insist upon strict performance of any provision hereof shall not constitute a waiver of such provision. All waivers must be in writing to be enforceable hereunder.

14.10   Force Majeure. Neither party hereto shall be responsible for any failure or delay in the performance of its obligations under the Agreement due to a Force Majeure Event provided that the party suffering the Force Majeure Event notifies the other party of such in writing and within a reasonable period after it learns of the Force Majeure Event. The aforementioned notice shall include sufficient details of the Force Majeure Event and provide a reasonable estimation of the likely duration of the delay. The affected party shall use commercially reasonable efforts to recommence performance of its obligations under the Agreement as soon as reasonably possible. A Force Majeure Event shall not suspend an obligation of a party to make payment under the Agreement for services provided or work performed.

14.11   **Governing Law and Jurisdiction; Submission to Arbitration; Class Action and Jury Trial Waiver**. The Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee applicable to agreements made and to be performed solely therein, without giving effect to principles of conflicts of laws. Each of the parties irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts located in the State of Tennessee, Hamilton County. **Notwithstanding the foregoing, the parties hereto have entered this Agreement in the spirit of good faith and fair dealing, and it is expected that any disputes between the parties, excluding disputes arising from a misappropriation or misuse of either party's proprietary rights or a breach of Section 11, are first addressed through an informal process of mediation. If the matter is not resolved within sixty (60) days of initiation of mediation, or if any party fails or refuses to participate in the mediation, the**

parties agree that this Agreement and all controversies which may arise between the SIGNiX and Customer, whether occurring prior to, on, or after the date of this Agreement, will be adjudicated by arbitration. The parties understand that arbitration is final and binding on the parties, the parties are waiving their right to seek remedies in court (including the right to a jury trial) and that any party's right to appeal or to seek modification or rulings by the arbitrator is strictly limited. The parties agree that any arbitration under this Agreement will be held at the facilities of and before one arbitrator appointed by the Arbitration Association of America (AAA), with arbitration proceedings to be held in Chattanooga, Tennessee. The AAA rules will govern payment of all arbitration fees. The arbitrator shall have no jurisdiction to award punitive damages. Any award in such arbitration shall be in writing, specify the factual and legal basis therefore, and shall be final and binding upon the parties. Judgments upon the award may be entered in any court, state or federal, having jurisdiction. The parties hereby submit themselves and their personal representatives to the jurisdiction of any state or federal court for the purpose of such arbitration and entering such judgment. The costs of mediation or arbitration (including any required travel and lodging expenses incurred by the mediator or arbitrator) shall be borne by the non-prevailing party as determined by the mediator or arbitrator.

14.12   Equitable Relief.   Both parties acknowledge that a breach or threatened breach by Customer of Section 4.1 or by either party of Section 11 could give rise to irreparable harm for which monetary damages may not be an adequate remedy and the parties agree that in the event of a breach or a threatened breach of any such obligations, the other party shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction.

14.13   Notices.   All notices pursuant to the Agreement shall be in writing and made via hand delivery, certified mail, or overnight delivery via a commercially respected courier service to the address listed in the heading of the Agreement or at such other address as a party may provide to the other in writing.

14.14   Counterparts.   This Agreement may be executed with electronic or digital signature and in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

TO ACCEPT THIS MSA, CHECK THE BOX INDICATING YOUR ACCEPTANCE ON THE ORDER FORM PAGE. BY ACCEPTING THIS MSA, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREUNDER. THIS MSA IS A LEGAL CONTRACT THAT WILL BIND BOTH YOU AND SIGNIX AS SOON AS YOU ACCEPT THIS MSA.

SIGNiX eNotaryDoX Fee Schedule

	STANDARD	TEAM
Annual License Fee	3-year Agreement **$299** /user/year 1-year Agreement **$449** /user/year	3-year Agreement **$299** /user/year 1-year Agreement **$449** /user/year
Annual Team Account Fee	N/A	$300
Annual Admin User Fee (Team Account access for non-notary user)	N/A	$120/user/year
Complete Remote Transaction (includes first notary seal, Zoom, & KBA)	$10	$10
Incomplete Remote Transaction (document emailed, but not completed)	$5 (w/ authentication attempt) $2.50 (w/o authentication attempt)	$5 (w/ authentication attempt) $2.50 (w/o authentication attempt)
Complete In-Person Transaction (includes first seal; excludes Zoom and KBA)	$5	$5
Additional Notary Seals	$5/seal with max fee of $60/transaction	$5/seal with max fee of $60/transaction
Features Included	X.509 digital certificate [free - $60 value] Cloud-based electronic journal Zoom integration for video meetings Comprehensive audit trail for each transaction Unlimited live training Basic support Signer knowledge-based questions plus credential analysis (KBA-ID) included 90-day document storage Priority & premium support available	Includes all standard features plus: Team admin privileges available which include: - Ability to transfer user licenses for free - Access to all templates - Access to all transactions Company name as email header <u>Other add-ons:</u> Custom logo: $400 one-time fee Custom colors: $400 one-time fee
MyDoX Transactions (non-notary, digital signature transactions)	10 included per month, then $2.50/transaction	10 included per month, then $2.50/transaction

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