



Documo Subscription Agreement

1. Terms of Use

These Terms of Use ("Terms") govern your use of our website (the "Site") and related products and services, including any content or information provided as part of the Site or such related products, services or websites (collectively with the Site, the "Services"), which are owned or operated by Documo Inc. ("Documo Inc.", "we", "our" or "us"). The terms set forth below apply to the Order Agreement executed by Client and to any subsequently mutually executed Order Agreement and/or Statement of Work between the Client identified on the Order Agreement (the "Subscriber", "Customer", "You") and Documo Inc. Documo Inc. reserves the right to update the Terms at any time without notice to you.

Our Privacy Policy, available at <https://www.documo.com/privacy-policy>, is incorporated by reference into these Terms. Please read these Terms and the Privacy Policy carefully before you access the Services, as these Terms form a binding legal agreement between you and Documo Inc.

These Terms may apply to you individually, the business or other legal entity user you represent, or both. If you are using the Site or Services on behalf of a company or other legal entity, you hereby represent and warrant that you have the authority to enter into these Terms on behalf of such entity. By accessing, registering for or using the Services, you: (1) acknowledge that you have read and understand these Terms; (2) agree to be bound by them in their entirety, and (3) are entering into a legally binding agreement with us. As used in these Terms and unless separately identified as applicable to either an individual or entity, "you" and "your" refer to both you individually and the entity on behalf of which you are entering into these Terms.

If you are registering on behalf of a corporation you warrant that you have the authority to bind the corporation. You agree to the terms and conditions of the "Pricing Proposal" document which is expressly incorporated herein, and which in conjunction with these Terms and any other addendums or policies that may be incorporated comprises the entire agreement between Documo Inc. and you. The "Pricing Proposal" may contain different or additional terms which supersede any terms in these Terms.

IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THE SERVICES. YOUR USE OF OUR SERVICES REQUIRES YOUR ACCEPTANCE OF THESE TERMS AS THEY MAY BE AMENDED FROM TIME TO TIME, INCLUDING THE POLICIES INCORPORATED BY REFERENCE HEREIN, WHICH INCLUDES THE DOCUMO INC. PRIVACY POLICY.

These Terms of Use ("Terms") govern your use of our website (the "Site") and related products and services, including any content or information provided as part of the Site or such related products, services or websites (collectively with the Site, the "Services"), which are owned or operated by Documo Inc. ("Documo Inc.", "we", "our" or "us"). The terms set forth below apply to the Order Agreement executed by Client and to any subsequently mutually executed Order Agreement and/or Statement of Work between the Client identified on the Order Agreement (the "Subscriber", "Customer", "You") and Documo Inc. Documo Inc. reserves the right to update the Terms at any time without notice to you.

Our Privacy Policy, available at <https://www.documo.com/privacy-policy>, is incorporated by reference into these Terms. Please read these Terms and the Privacy Policy carefully before you access the Services, as these Terms form a binding legal agreement between you and Documo Inc.

These Terms may apply to you individually, the business or other legal entity user you represent, or both. If you are using the Site or Services on behalf of a company or other legal entity, you hereby represent and warrant that you have the authority to enter into these Terms on behalf of such entity. By accessing, registering for or using the Services, you: (1) acknowledge that you have read and understand these Terms; (2) agree to be bound by them in their entirety, and (3) are entering into a legally binding agreement with us. As used in these Terms and unless separately identified as applicable to either an individual or entity, "you" and "your" refer to both you individually and the entity on behalf of which you are entering into these Terms.

If you are registering on behalf of a corporation you warrant that you have the authority to bind the corporation. You agree to the terms and conditions of the "Pricing Proposal" document which is expressly incorporated herein, and which in conjunction with these Terms and any other addendums or policies that may be incorporated comprises the entire agreement between Documo Inc. and you. The "Pricing Proposal" may contain different or additional terms which supersede any terms in these Terms.

IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THE SERVICES. YOUR USE OF OUR SERVICES REQUIRES YOUR ACCEPTANCE OF THESE TERMS AS THEY MAY BE AMENDED FROM TIME TO TIME, INCLUDING THE POLICIES INCORPORATED BY REFERENCE HEREIN, WHICH INCLUDES THE DOCUMO INC. PRIVACY POLICY.

2. Definitions

"End Users" shall mean persons or entities who subscribe for Services through Customer and/or persons or entities who use the Services.

"Fax Communications" shall mean the ability to send and receive faxes using the Public Switched Telephone Network (PSTN) and/or the Internet.

"Fax Number" shall mean a telephone number used to send and receive fax transmissions that is operable on the PSTN and having a format of "(XXX) XXX-XXXX"

"Documo Fax" or "Documo Fax Services" shall mean the secure cloud fax platform operating as a software as a service (SAAS) provided by Documo Inc. to enable fax communications across the PSTN. This secure cloud fax platform provides fax communications to the public switched telephone network (PSTN), and also an accounting of those fax communications for the Customer.

"Documo Signature" shall mean Documo, Inc.'s electronic signature service which allows a user to display, deliver, acknowledge, store, and electronically sign documents.

"Order Agreement" means a customer's order, pricing proposal and specific terms related to their purchase.

"Services" shall mean the Documo Fax or Documo Signature services described herein.

"Software" shall mean the software and API interfaces to access Documo Fax or Documo Signature, as applicable.

3. Other Terms Applicable to Your Use of the Services

Subject to Customer's payment of all applicable licensing fees and Customer's compliance with this Agreement, Documo Inc. hereby grants to Customer a limited, personal, revocable, non-transferable, non-assignable and non-exclusive license to:

- a) Integrate Customer's software and other platforms to provide Documo Fax or Documo Signature to End Users;
- b) Allow Customer to rebrand the Services using the Customer's software and distribute Documo Fax or Documo Signature under its own brand;
- c) Resell the Services and market the Services as a reseller; and
- d) Allow End Users access to the Services.

Access to the Services is limited to the number of user seats that the Customer is paying for at any given time. Documo reserves the right to audit, in its sole discretion, its system and any records, documents or systems of Customer to determine the number of active users.

The Parties agree and acknowledge that the Documo Fax services are subject to the additional terms and conditions described in Schedule I of this Agreement.

The Parties agree and acknowledge that the Documo Signature services are subject to the additional terms and conditions described in Schedule II of this Agreement.

In the event and to the extent that Customer Data processed by Documo hereunder includes Protected Health Information (as that term is defined under the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and their implementing regulations as amended from time to time), the parties agree that Documo's business associate agreement, available at [Https://documo.com/legal](https://documo.com/legal), will apply and is hereby included and incorporated into this Agreement. To the extent that the Customer Data includes any Personal Data, as that term is defined in Documo's Data Processing Addendum ("DPA"), available at <https://documo.com/legal>, the parties agree that such DPA will apply and is hereby included and incorporated into this Agreement.

Additional terms may be applicable to your use of our Services, including the following:

- Privacy Policy. All personal information you submit to us and/or we collect from your use of the Services is held and used in accordance with our Privacy Policy. Please see our [Privacy Policy](#) for a detailed description of how we collect, use, and disclose information about our users.
- Data Processing Addendum(s). Documo offers a GDPR Data Processing Addendum (<https://www.documo.com/dpa>) and a US Data Processing Addendum (<https://www.documo.com/dpa-us/>), each of which is incorporated into this Agreement only where the Customer has opted in on the Order Agreement. Customers may select one or decline both. If no selection is made, no Data Processing Addendum shall apply. Documo's subprocessor list is located at (<https://www.documo.com/subprocessors>) and may be updated from time to time. If Customer objects to the addition of a subprocessor, Customer must email legal@documo.com. Otherwise, continued use of the Services signifies Customer's acceptance of new subprocessors.

4. Description of Services

To the extent contemplated in the corresponding Pricing Proposal, Documo Inc. provides you with access to Documo Fax (the Documo secure, cloud fax platform that powers optical character recognition, data extraction, classification, workflow and integration), Documo Signature (a digital signature solution) and other services provided by Documo. These services may also include the use of artificial intelligence and other technologies to analyze data and provide customizations (the "Services"). To the extent that the Services were trained on data provided by Client, such training shall remain in use exclusively for that Client. The

Services, including any updates, enhancements, new features, and/or the addition of any new Site properties, are subject to the Terms. The specific features and functionality of our Services are dynamic and may change from time to time.

5. Restrictions

Subject to the terms and conditions herein, Documo Inc. grants you a limited, revocable, non-transferable, non-sublicensable, non-exclusive license and right to access the Services and use the Services to the extent intended and permitted by the functionality thereof. Your right to use the Services is personal to you. You may be either an individual or a corporation or business entity, but you agree not to resell the use of the Services unless provided for under a separate agreement.

You may not permit other users access to our Services through your account, or use the Services to host content for others. You may not copy or download any content from the Services except with the prior written approval of Documo Inc. You acknowledge that, except as otherwise expressly provided, these Terms are solely between you and Documo Inc. Furthermore, without the prior written approval of Documo Inc., you may not distribute, publicly perform or display, lease, sell, transmit, transfer, publish, edit, copy, create derivative works from, rent, sub-license, distribute, decompile, disassemble, reverse engineer or otherwise make unauthorized use of the Services. Any commercial use not expressly authorized is prohibited. Your rights are subject to your compliance with these Terms as well as any other agreements applicable to the Services you are using. The Services provided by Documo Inc. are licensed, not sold. The Services, and all copies of the Services, are owned by Documo Inc. or its third party licensors and are protected by various intellectual property laws, including, without limitation, copyright and trade secret laws. Documo Inc. reserves all rights not expressly granted to you herein. You agree that you have no right to any Documo Inc. trademark or service mark and may not use any such mark in any way unless expressly authorized by Documo Inc.

6. Account, password and security

If any of the Services requires you to open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You also will choose a password. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under all fax numbers and by all users associated with your account.

You agree to notify Documo Inc. immediately of any unauthorized use of your account or any other breach of security. Documo Inc. will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Documo Inc. or another

party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

7. No unlawful or prohibited use

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any Documo Inc. server, or the network(s) connected to any Documo Inc. server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any Documo Inc. server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services. You will not use or register the name Documo Inc. or any other trade name or trademark of Documo Inc. without express, prior permission, and you will not obstruct the identification procedures used by Documo Inc. in the services.

You represent that the information submitted for transmission via the Documo Inc. network for fax services is for lawful purposes only and that the transmission of messages or files is not in violation of any federal, state or provincial laws or transmit any unlawful, harmful, threatening, abusive, libelous, vulgar, obscene, profane, hateful or otherwise objectionable information of any kind, including, but not limited to, encouraging conduct that would constitute a criminal offense, infringe third party rights, give rise to civil liability or otherwise violate any local, state, national or other law. You may not use the Services to upload, post, reproduce or distribute, in any way, any information, software or other material protected by copyright or any other intellectual property rights without first obtaining the permission of the copyright holder. You agree to comply with all applicable laws, regulations, or conventions including, without limitation, those related to Do Not Call provisions, faxing, data privacy, international communications, and exportation of technical or personal data.

8. Personal Information; Your Content; Your Account

By registering for our Services, you represent and warrant that all information you submit to us is true, accurate, current and complete and that you will promptly notify us in writing if your information changes. It is your responsibility to keep your account and profile information accurate and updated. We are not responsible for any disputes or claims related to any inaccurate, incomplete, or untimely information provided by you to us. To use our Services, you must register with us and submit certain personally identifiable information. You expressly agree that we may collect, disclose, store and otherwise use your information in accordance with the terms of the Documo Inc. Privacy Policy.

As between you and Documo Inc., you own the information, materials, photos, or other content (the "Content") you provide Documo Inc. under this Agreement. Any Content that you upload or otherwise provide to Documo Inc. in connection with the Services may be used by Documo Inc. in order to provide and improve the Services.. Accordingly, you grant to Documo Inc., and all of its subsidiaries, affiliates, successors, and assigns, a worldwide, royalty-free, fully paid, sublicensable, non-exclusive, right to use,, reproduce, distribute, modify, prepare derivative works of, adapt, the Content solely in connection with providing and improving the Services. By providing Content to us, you represent and warrant that you are entitled to submit it and that it is not confidential and not in violation of any law, contractual restrictions or other third party rights (including any intellectual property rights).

Notwithstanding anything to the contrary in this Section 8, to the extent any Content constitutes Protected Health Information (PHI) as defined under HIPAA, or is otherwise subject to a Business Associate Agreement between you and Documo Inc., such Content shall be used and disclosed solely as permitted or required under the applicable Business Associate Agreement and applicable law, and the provisions of this Section 8 shall not apply to such Content to the extent they are inconsistent with the terms of that Business Associate Agreement.

Except for your Content licensed to us as set forth above, the account you create and any related profile is owned by us. With regard to your account, you agree to: (i) keep your password secure and confidential; (ii) not permit others to use your account; (iii) not use the accounts of others; (iv) not transfer your account to another party; and (v) notify us of any actual or suspected unauthorized use of your account. You are responsible for any activity occurring under your account.

You may from time to time identify problems, solutions to identified problems, provide suggestions, comments or other feedback related to our Services or otherwise relating to Documo Inc. ("Feedback") to Documo Inc. You acknowledge and agree that all Feedback is and shall be given entirely voluntarily and Documo Inc. shall be free to use or disclose such Feedback for any purpose.

9. Use of services and customer responsibilities

You are fully responsible for the contents of your transmissions through the Services. Documo simply acts as a passive conduit for you to send and receive information of your own choosing. However, Documo Inc. reserves the right to take any action with respect to the Services that Documo Inc. deems necessary or appropriate in its sole discretion if Documo Inc. believes you or your information may create liability for Documo Inc., compromise or disrupt the Services for you or other Customers, or cause Documo Inc. to lose (in whole or in part) the services of Documo Inc.'s ISPs or other suppliers. The Services make use of the

Internet for you to send and receive information of your own choosing. As a result, your conduct is subject to Internet regulations, policies and procedures.

Documo Inc. has no control of the content of the information passing through the Services.

Documo Inc. does not:

- Represent or endorse the accuracy or reliability of any opinion, advice or statement made through the Service;
- Assume liability for any harassing, offensive or obscene material distributed through the Service by you or others under your account, Assume any liability for any material distributed through the Service by you or others under your account which is distributed in violation of any third party's copyright or other intellectual property rights;
- Assume liability for claims concerning unsolicited fax, email or voice messages sent by you or others under your account, including (but not limited to) Telephone Consumer Protection Act of 1991, CRTC 2001-193, FTC regulations, and the Can Spam Act.

You agree to provide true, current, accurate and complete customer information as prompted by the registration form, and you agree to notify Documo Inc. promptly of any changes to this information as required to keep it current, complete and accurate.

Documo Inc. reserves the right at all times to disclose any information as Documo Inc. deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

You represent and warrant that you are at least 18 years of age or, as applicable, the age of majority in the state or province in which you reside and that you possess the legal right and ability to enter into these Terms. You agree to be financially responsible for your use of Services (as well as for use of your account by others, including minors living with you) and to comply with your responsibilities and obligations as stated in these Terms.

You must obtain and pay for all equipment and third-party services (e.g., Internet access and email service) required for you to access and use the Services.

10. Ownership

All programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and materials comprising the Services are wholly owned by Documo Inc. and/or its licensors and service providers except where expressly stated otherwise.

11. Charges

You agree to pay all charges for your use of the Services at the prices then in effect for your country of residence. All charges will be exclusive of value-added ("VAT"), sales or other taxes, except as required by law. Documo Inc. reserves the right to change prices or institute new

charges for access to or use of Documo services unless you have a signed "Pricing Proposal". All changes will be posted by Documo Inc. at the Site and you are responsible for regularly reviewing such pricing information to obtain timely notice of such changes. Continued use of the Services or non-termination of your Service account after changes are posted constitutes your acceptance of the prices as modified by the posted changes.

Refer to the "Pricing Proposal" for additional terms and conditions related to the contract term, and payment terms.

12. Cancellation Policy

Should a customer request to cancel service during an active service period, monthly or annual, the active period will complete and the subscription will not renew. Customers can continue to use services while the subscription is active. Cancellation can be completed by the customer via the customer portal under the Billing menu options.

13. Cancellation Due to Non-Payment

Documo reserves the right to suspend and/or cancel a customer's service if the account has a past due balance. Automated notifications are sent out to the email addresses on customer accounts once an invoice is past due and if the system is unable to collect against the payment method on file. Service will be restored once past due balances are resolved. All outstanding invoices are due and payable whether service is restored or not.

14. Acceptable Use Policy

You agree to comply with all applicable laws and regulations in connection with your use of the Services. You may not use our Services to post or transmit any illegal material, including without limitation any transmissions that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law or regulation. In particular, the following is a representative, non-exhaustive list of acts that are prohibited:

- Actual or attempted unauthorized use or sabotage of any computers, machines or networks;
- Introducing malicious programs into the Services, network or servers (e.g. viruses, worms, Trojan horses, etc.);
- Engaging in any monitoring or interception of data not intended for you without authorization;
- Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying intellectual property used to provide the Services, or any part thereof;

- Conducting or attempting to conduct any security testing, vulnerability scanning, penetration testing, port scanning, traffic interception, packet sniffing, enumeration, or any other form of reconnaissance or probing of any Documo Inc. services, systems, networks, or infrastructure, without express prior written consent from Documo Inc.
- Adapt, modify or create derivative works based on the Services, technology underlying the Services, or other users' content, in whole or part;
- Duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, or otherwise transfer information found on the Services (excluding content posted by you) except as permitted in these Terms, or as expressly authorized by Documo Inc. in writing;
- Transmitting, uploading, using or reusing material that is abusive, indecent, defamatory, harassing, obscene or menacing, or a breach of confidence, privacy or similar third party rights;
- Transmitting, receiving, uploading, using or reusing material that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- Falsifying user identification information;
- Using the Services for anything other than lawful purposes including, but not limited to, intentionally or unintentionally violating any applicable local, state, national or international law; or
- Impersonating any person or entity, including, but not limited to, a Documo Inc. representative, or falsely stating or otherwise misrepresenting your affiliation with a person or entity.

Documo Inc. enforces a zero-tolerance SPAM policy regarding information transmitted through our network. Documo Inc. may determine in its sole discretion whether any transmissions are considered SPAM. SPAM includes, but is not limited to, the following:

- Bulk unsolicited e-mail, promotional material, or other forms of solicitation sent via the Services, or e-mail that advertises any IP address belonging to Documo Inc. or any URL (domain) that is hosted by Documo Inc.
- The use of web pages set up on ISPs that allow SPAM-ing that directly or indirectly reference customers to domains or IP addresses hosted by Documo Inc.
- Forging or misrepresenting message headers, whether in whole or in part, to mask the true origin of the message.

If Documo Inc. determines that you have posted one or more articles of SPAM, we may cancel your account immediately and take steps to prevent you from using our network at any time thereafter.

15. Security

You acknowledge and agree that you are solely responsible for protecting your password and other personal information and for the consequences of not protecting such data. Access to our Services and to certain online transactions may involve the use of identification numbers, passwords, payment accounts or other individualized nonpublic information ("Private Documentation"). You shall use your best efforts to prevent unauthorized use of our Services, your account, or of any Private Documentation, and shall promptly report to Documo Inc. any suspected unauthorized use or other breach of security. You shall be responsible for any unauthorized use of your account, identification numbers or passwords until we receive written notice of a breach of security and a request to block further access for such numbers and passwords. Documo Inc. shall not be liable for any unauthorized use of payment accounts.

16. Disclaimer of Warranties

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. ALL SITE CONTENT AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, NONINFRINGEMENT, AVAILABILITY OR ACCURACY OF INFORMATION. DOCUMO INC. DOES NOT WARRANT THAT THE SERVICES WILL BE AVAILABLE, WILL MEET YOUR REQUIREMENTS OR WILL OPERATE IN AN UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE MANNER OR THAT ERRORS OR DEFECTS WILL BE CORRECTED. DOCUMO INC. DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES, IN TERMS OF THEIR ACCURACY, RELIABILITY, TIMELINESS, COMPLETENESS, OR OTHERWISE.

SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES , OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH EVENT, DOCUMO INC.'S WARRANTIES WITH RESPECT TO THE SERVICES WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW IN SUCH JURISDICTION.

17. Limitation of Liability

UNDER NO CIRCUMSTANCES WILL DOCUMO INC., ITS AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS OR OTHER THIRD PARTY PARTNERS ("DOCUMO INC. PARTIES") BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE, INABILITY TO USE, OR THE

RESULTS OF USE OF OUR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY; INCLUDING WITHOUT LIMITATION DAMAGES RESULTING FROM LOST PROFITS, LOST DATA, LOSS OF BUSINESS OR BUSINESS INTERRUPTION, WHETHER DIRECT OR INDIRECT, ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF OUR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY.

A DOCUMO INC. PARTY'S TOTAL CUMULATIVE LIABILITY SHALL IN NO EVENT EXCEED THE GREATER OF: (A) THE AMOUNT YOU PAID DOCUMO INC. FOR YOUR USE OF THE SERVICES IN THE PRIOR SIX (6) MONTHS; AND (B) THE SUM OF ONE HUNDRED (100) US DOLLARS.

SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY. IN SUCH STATES OR JURISDICTIONS, THE DOCUMO INC. PARTIES' LIABILITY TO YOU SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY LAW. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUMO INC. TO YOU AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION AND THE SECTION ABOVE WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

18. Indemnity

You agree to indemnify and hold Documo Inc. and its agents harmless from any and all claims, losses, damages, judgments, expenses and costs (including any attorney's fees and expenses) arising out of your use of the Services, your violation of these Terms, and the delivery of any of your documents using the Services, or the infringement of any trademark or copyright by you.

19. Right of Restriction or Termination of Access

Documo Inc. may terminate, suspend, deny or restrict your access to all or part of the Services without notice in its reasonable discretion if it deems that you have engaged in any conduct or activities that Documo Inc. in its reasonable discretion believes violates these Terms. If Documo Inc. denies or restricts your access to the Services because of such a violation, you shall have no right to obtain any refund or credit for the fees you have paid.

In the event that these Terms or the Services are terminated for any reason or no reason, you acknowledge and agree that you will continue to be bound by these Terms. Following termination, you shall immediately cease use of the Services and any license granted to you under any agreement related to your use of the Services shall immediately terminate. Upon termination, Documo Inc. reserves the right to delete all of your Content, data, and other

information stored on Documo Inc.'s servers. Documo Inc. will not be liable to you or any third party as a result of the termination of these Terms or the Services or for any actions taken by Documo Inc. pursuant to these Terms as a result of such termination. Documo Inc. shall have no obligation to maintain any messages or other content in your account or forward any unread or unsent messages to you or any third party.

You may terminate these Terms by terminating your use of the Services and any related account. Any sections or terms which by their nature should survive or are otherwise necessary to enforce the purpose of these Terms, will survive the termination of these Terms and termination of the Services. Any termination of your account shall not relieve you from any amounts owing or any other liability accruing under this Agreement prior to the time that such termination becomes effective.

20. Electronic Notices and Disclosures

You acknowledge and agree that Documo Inc. may provide notices and other disclosures to you electronically by posting such notices or other disclosures on Documo Inc.'s website or by emailing it to you at any email address provided to Documo Inc. by you. Such notices or other disclosures shall be considered received by you following the posting on the website or twenty-four (24) hours following the email being sent to you, as applicable. Any such electronic notice or other disclosure shall have the same effect and meaning as if it had been provided to you as a paper copy.

21. Service Levels

Website uptime – Documo's goal is to make website and web application servers available no less than 99.5% of the time in any thirty (30) day period.

Fax Services

- **Inbound Service Levels.** Faxes sent to a subscriber's dedicated DID (Direct Inward Dial) will be routed to the user's account within five (5) minutes of completion of transmission 99.5% of the time during any thirty (30) day period. Routing includes delivery by email, API services, or viewable in the Documo web interface. Documo shall provide fax tone on any Documo fax number 99.9% of the time (with respect to ported numbers: this is only applicable to numbers that have been confirmed as ported successfully onto a Documo-managed circuit).

- **Outbound Service Levels.** Documo will provide delivery of fax documents to any fax G3 device on the PSTN or directly on Documo's service. Documo will dial the intended recipient's fax number within five (5) minutes of receiving the document 99.5% of the time in any thirty (30) day period and within fifteen (15) minutes of receiving the document 99.8% of the time in any thirty (30) day period.

- **Core Fax Component uptime** – Documo’s core fax services which include fax drivers, rendering engines, email gateway, API services and other core components necessary for the sending and receiving of fax transmissions will be available no less than 99.8% of the time in any thirty (30) day period.

Availability and Response Times

Service Hours – Documo has support available by phone, live chat, and email during the normal business hours of Monday through Friday, 9:00 am to 6:00 pm Eastern Standard Time (EST), excluding nationally recognized holidays. During business hours, we will respond to support requests within one (1) hour. Outside of business hours, our support ticketing system is monitored 24 hours a day and our target response time varies by level of severity.

Severity Level Definition and Response times outside of normal business hours

Severity 1 (2 hours) – errors that result in an emergency condition that causes critical impact to the end user’s schedule, causes a major serious security breach, or makes performance of core features impossible or impractical to complete.

Severity 2 (4 hours) – errors that significantly impact the end user’s schedule, cause a minor security breach or make the performance or core features difficult to execute without a temporary work-around or inconvenience.

Severity 3 (within 2 hours of start of next business day) – errors that are not production critical and system performance can be continued without difficulty or loss of data by easy circumvention or avoidance by the end user

22. Changes to the Terms

We may add to, change or remove any part of these Terms, at any time without prior notice to you other than listing of a later effective date than the one set forth at the top of these Terms. Such modification shall be effective immediately upon posting at the Site. As your next visit to the Site or use of the Services may be governed by different Terms, we encourage you to look for a new effective date on these Terms when you visit the Site or use the Services. It is your responsibility to check these Terms periodically for changes. If we make any material changes to these Terms, we will endeavor to provide registered users with additional notice of any changes, such as at your e-mail address of record or when you log-in to your account. Your use or continued use of the Services following the posting or notice of any changes to these Terms or any other posted policies shall constitute your acceptance of the changed Terms or policies.

23. Third-Party Terms & Content

We do not control, and we are not responsible for, any data, content, services, or products (including software) that you access, download, receive or buy while using the Services. We

may, but do not have any obligation to, block information, transmissions or access to certain information, services, products or domains to protect the Services, our network, the public or our users. We are not a publisher of third-party content accessed through the Services and are not responsible for the content, accuracy, timeliness or delivery of any opinions, advice, statements, messages, services, graphics, data or any other information provided to or by third parties as accessible through the Service.

From time to time, the Services may contain references or links to third-party materials not controlled by Documo Inc. or its suppliers or licensors. Documo Inc. provides such information and links as a convenience to you and should not be considered endorsements of such sites or any content, products or information offered on such sites. You acknowledge and agree that Documo Inc. is not responsible for any aspect of the information or content contained in any third party materials or on any third party sites accessible or linked to the Services. You are responsible for evaluating whether you want to access or use a third party sites. Accordingly, if you decide to use third party sites, you do so at your own risk and agree that this Agreement does not apply to your use of any third party sites. You should review any applicable terms or privacy policy of a third party sites before using it or sharing any information.

24. Miscellaneous

These Terms, along with any rules, guidelines, or policies published on the Documo Inc. homepage constitute the entire agreement between Documo Inc. and you with respect to your use of our Services. If there is any conflict between the Terms and any other rules or instructions posted on the Services, the Terms shall control. No amendment to these Terms by you by shall be effective unless acknowledged in writing by Documo Inc. Notwithstanding the foregoing, Documo Inc. reserves the right, in its sole discretion, to modify these Terms or the policies referenced herein at any time as set forth above. These Terms shall be governed by, and construed in accordance with, the laws of the state of Delaware without reference to its choice of law rules. Exclusive venue for any action arising out of or in connection with this agreement shall be in Las Vegas, Nevada. The parties each hereby consent to the jurisdiction and venue in Delaware and waive any objections to such jurisdiction and venue.

Notwithstanding the foregoing, you agree that Documo Inc. shall be entitled to apply for injunctive remedies or other equitable relief in any jurisdiction. Subject to any applicable law to the contrary, you agree that any cause of action arising out of or related to the use of our Services must be commenced within one (1) year after the cause of action accrues, or such action will be permanently barred. If any portion of these Terms is found to be unenforceable or invalid for any reason, that provision will be limited or eliminated to the minimum extent necessary so that the rest of these Terms will otherwise remain in full force and effect. You may not assign your rights or obligations under these Terms without the prior written consent of Documo Inc. Documo Inc.'s failure to insist upon or enforce any provision of these Terms

shall not be construed as a waiver of any provision or right. Any sections or terms which by their nature should survive or are otherwise necessary to enforce the purpose of these Terms, will survive the termination of these Terms and termination of the Services. All headings included in these Terms are included for convenience only, and shall not be considered in interpreting these Terms. These Terms do not limit any rights that Documo Inc. may have pursuant to any intellectual property laws or any other laws. All rights and remedies available to Documo Inc., pursuant to this Agreement or otherwise, at law or in equity, are cumulative and not exclusive of any other rights or remedies that may be available to Documo Inc. In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Services, or any other materials issued in connection therewith, or exploitation of the Services or any content or other material used or displayed through the Services. Except as otherwise expressly set forth herein, there shall exist no right of any person, other than you and Documo Inc., to claim a beneficial interest in these Terms or any rights occurring by virtue of these Terms. No independent contractor relationship, partnership, joint venture, employer-employee or franchise relationship is created by this Agreement.

If you have any questions, complaints, or claims, you may contact Documo Inc. at 919 N Market St Suite 950, Wilmington, DE 19801, +1 (858) 299-5295.

Appendix 1: Documo Fax Addendum

1. Ownership

You understand and agree that you are not the owner of any Documo fax number assigned to you by Documo Inc. Ownership of any such fax number is vested solely in Documo Inc. (which will assign such number to you for your use during the term of this agreement). As a general business practice, Documo Inc. allows for the porting out of Documo-owned fax numbers upon the termination of service and customer request. However, you understand and agree that following the termination of your account for any reason, such fax number may be reassigned immediately (although there is typically a transition period) to another customer, and you agree that Documo Inc. will not be liable for damages (including consequential or special damages) arising out of any such reassignment, and you hereby waive any claims with respect to any such reassignment, whether based on contractual, tort or other grounds, even if Documo Inc. has been advised of the possibility of damages. You further understand and agree that Documo Inc. may from time to time need to change the fax number assigned to you (whether due to an area code split or any other reason whether outside or within Documo Inc.'s control). You agree that Documo Inc. will not be liable for damages (including consequential or special damages) arising out of any such change in the fax number assigned to you, and you hereby waive any claims with respect to any such change, whether based on contractual, tort or other grounds, even if Documo Inc. has been

advised of the possibility of damages. In particular, you agree that you are not authorized to charge services provided to you or at your request to the fax number assigned to you by Documo Inc. and that you will not request or otherwise cause any third-party service provider to charge any such services to such number. You are responsible for any such charges, and any such charges will give Documo Inc. the right to immediately terminate your Documo account without notice.

2. Unsolicited fax advertisement policy

If you believe that you are in receipt of an unsolicited fax advertisement, you should take the following two steps:

a) If the fax contains a telephone number, fax number, or other contact information to “unsubscribe” from receipt of additional junk faxes, please do so; and b) Please submit suspect fax to Documo Inc. for investigation by faxing the suspect fax to 1.844.283.4884

We will investigate your submission and block further transmissions from the sender if they are in breach of the Federal Telephone Consumer Protection Act, which regulates unsolicited fax transmissions. Distribution of unsolicited fax advertisements through the Services is prohibited.

Documo Inc. understands that receipt of such faxes can impair your use of our Services. Accordingly, Documo Inc. may develop means to prevent distribution and receipt of unsolicited fax advertisements to our customers. At Documo Inc.’s option and without further notice, Documo Inc. may use technologies and procedures, such as filters, that may terminate such unsolicited fax advertisements without delivering them. x/voicemail number referenced in the spam email or spam fax is a Documo fax number. If it is, we will attempt to prevent such faxes from reaching your account.

3. Charges

Documo Inc. reserves the right to charge a premium on all mobile, cellular, digital, special service numbers, and/or PCS international terminating traffic, as well as the right to adjust any rate to reflect changes in international tariffs, regulatory requirements, taxes, levies or other third party levies. Per page prices are based on a 60second transmission time; pages that take longer to transmit may be charged as multiple pages.

Charges for Services may include Activation, Monthly Subscription, and Usage Fees.

Refer to the “Order Agreement” for additional terms and conditions related to the contract term, payment terms and cancellation policy.

Appendix II: Documo Signature Addendum

If your Order Agreement indicates you have purchased Services related to our Documo Signature product, this Documo Signature Addendum (the "Addendum") governs your use of such Services.

1. Service Description

Documo Signature is an electronic signature service which allows you to display, deliver, acknowledge, store, and electronically sign documents. Documo Signature Application Programming Interface ("Documo Signature API") allows you to easily integrate or embed the Documo Signature electronic signature solution into your application or workflow, creating a clean, and seamless online experience allowing users to complete legally-binding agreements or transaction with your company and/or your customers.

2. Authentication

A person signing a document via Documo Signature must either have a Documo Signature account or have received a request for signature in their email account.

3. Audit Trails

Documents completed in Documo Signature include an audit trail that contains information that helps track your document through its lifecycle. This information includes, but is not limited to, unique document ID generated by Documo Signature, email addresses of the sender and recipient(s), IP addresses of the sender and recipient(s), and track events (such as date, time, and located when the following events occur – document uploaded, document viewed, document removed, document sent, document signed, decline to sign, signer email address updated, signer access code authenticated, signature request canceled).

4. Documo Signature API

To the extent that you elect to use the Documo Signature API to enable embedded features, you are required to authenticate the identity of each signer/end user through email confirmation or such other means that we may approve in our sole discretion. You are solely responsible and liable for such authentication and will indemnify, defend and hold us harmless against any claim related to such authentication.

5. Signature Requests

A "Signature Request" is the transaction that takes place when you initiate a new signature process and make a corresponding call to the Documo Signature APIs. For example, if you call "signature_request/send" to send out documents for signature, this will constitute one (1) Signature Request. Note that a single Signature Request can be used to gather signatures from multiple signers in cases where they are all involved in the same contract.

6. API Keys

In order to use them Sign APIs, you must obtain your unique API credentials (an "API Key") via the registration process. Customer is solely responsible for all activity associated with its API Key, regardless of whether you have knowledge of such activity. You must not share your API Key with any third party, you must keep such API Key secure, and you must use it as your sole means of accessing the Documo Signature API.

7. Transactions

You can make up to 60 requests per minute for standard API requests, and 8 requests per minute for higher tier API requests. Collectively the above are "Transaction Limits." Please contact our sales department if you wish to increase your Transaction Limits.

We may be required to limit or suspend your use of the Documo Signature APIs when such suspension or limited are necessary to prevent harm or liability to other customers/individuals, or to preserve the security, stability, availability or integrity of the Services.

8. Properties

Only your websites, applications, or other properties (collectively, "Your Properties") that have been approved by Documo Signature may access and use the Service. Documo Signature reserves the right to reject any of Your Properties, for any reason, in its sole discretion, including but not limited to ensure that you comply with the Terms. Furthermore, you will ensure that the Your Properties contain terms of service and privacy policies that are consistent with the terms of this Agreement.

9. API Restrictions

You agree that you will not (and will not permit any third party to) directly or indirectly: (a) create an API client that functions substantially the same as the Documo Signature APIs; (b) make any use of the Documo Signature APIs for any purpose independent of the Your Properties; (c) misrepresent the source or ownership of the Documo Signature APIs or remove, obscure, or alter any copyright, trademark or other proprietary rights notices, falsify or delete any author attributions, legal notices or other labels of the origin or source of the Documo Signature APIs; or (d) interfere with or disrupt the Documo Signature APIs or the servers or networks providing the Documo Signature APIs or Service.

10. Customer Applications

You may use the Documo Signature APIs to develop applications and/or embedded signing experiences for use by you or your clients and their respective end users (collectively "Customer Applications"). You shall be solely responsible for the Customer Applications and shall ensure you have: a) provided its customers, clients, and end users with the applicable terms (including privacy terms) that authorize us to provide the Services hereunder, and b)

the proper authority and/or authorization to share user or signer information (including personally identifiable information) with us.

Appendix III: Intelligent Document Processing (IDP) Add-On

This Appendix III sets forth the terms and conditions applicable to Customer's use of Documo's Intelligent Document Processing ("IDP") capabilities as an Add-On to the Agreement.

1. Definitions

For purposes of this Appendix, "Intelligent Document Processing" or "IDP" shall mean a set of technologies provided by Documo that processes documents through workspaces and lands them in a system of record. IDP includes but isn't limited to: (a) Optical Character Recognition ("OCR"), which converts images of text into machine-readable text; (b) Classification, which uses machine learning models to identify and categorize document types; and (c) Extraction, which utilizes artificial intelligence to identify and extract specific data (potentially including PHI and PII) from documents. IDP is accessible directly through Documo's User Interface (UI) or via our Application Programming Interface (API).

2. Data Residency

Customer acknowledges and agrees that all data and documents submitted to Documo for purposes of IDP shall be stored and processed exclusively within the United States.

3. Custom Classification Models

To the extent Customer provides documents (and all associated data and information) to be used for the creation or training of custom classification models, Customer represents and warrants that it has all necessary rights, permissions, and legal authority to collect, possess, use and provide (and for Documo to access, possess and use) such documents, data and information for the intended purposes. Customer further acknowledges that Documo does not inspect, review, or validate any such documents, data, and information used to create or train any such classification model and agrees that Documo has no responsibility or liability related thereto.

4. Use of Data for Model Training

Documo shall not use Protected Health Information (“PHI”) for purposes of training machine learning or artificial intelligence models for use by other customers.

5. Responsible Automation

Customer is solely responsible for the configuration, review, testing, and monitoring of any automation workflows or rules implemented through the IDP functionality. Documo does not control or validate the appropriateness, accuracy, or completeness of any such configurations or automated outputs. Customer acknowledges and agrees that it is solely liable for ensuring that all automated processes comply with applicable laws, regulations, and internal policies, and that such automation is fit for the Customer’s intended purpose.

DOCUMO, INC.

Signature:_____

Date: _____

Printed Name: _____

Title: _____

COUNTERPARTY

Signature:_____

Date: _____

Printed Name: _____

Title: _____